

Proceedings
of the
County Board
of
McLean County,
Illinois

April 15, 2003

*Subject to approval at
May 20, 2003
County Board Meeting*



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April 15, 2003

Notice of Public Hearing:

Mike Behary stated the following: notice of a public hearing was published in the Pantagraph on March 29, 2003 as required by law. The purpose of this public hearing is for financial assistance, which is being sought from the Illinois Department of Transportation in order to obtain three replacement buses to be used by SHOW BUS for rural public transportation. SHOW BUS provides rural public transportation in McLean, Livingston, Ford, and Iroquois Counties. Information regarding this project is in your County Board packets. Laura Dick, the Director of SHOW BUS and Phil Dick the Director of Building and Zoning are also here to answer any questions or concerns you have.

Regular Meeting:

Chairman Sweeney stated the following: now we will call the County Board Meeting to order. I will turn it over to Student Government Chairman, Thomas Cleary, who is from Chenoa Junior High School.

The McLean County Board met on Tuesday, April 15, 2003 at 9:07 a.m. in Room 700 of the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Invocation was given by Member Bostic and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

Members Susie Johnson, Adam Kinzinger, Duane Moss, Robert Nuckolls, Benjamin Owens, Bette Rackauskas, Tari Renner, Sonny Rodgers, Paul Segobiano, David Selzer, Matt Sorensen, Cathy Ahart, Duffy Bass, Sue Berglund, Diane Bostic, Don Cavallini, Rick Dean, George Gordon, Stan Hoselton, and Michael Sweeney.

No Members were absent

Clerk Peggy Ann Milton stated the following: now I am going to turn Liz Sparks who is from Tri-Valley. She is in the eighth grade, enjoys playing softball, and plays four instruments. When she graduates from college, she wants to be a teacher or a psychologist, and she will be a great Clerk today as she takes the roll of the students.

The following Students answered to roll call:

Leah Bauersfeld, Ted Herbers, Elizabeth Howerton, Jenae Howes, Nick Laptew, Jason McGee, Lauren Pinneke, Matt Westerfield, and Thomas Cleary.

Chairman Sweeney stated the following: now I would like to turn it over to the State's Attorney so that he can introduce the individual who is next to him. Mr. Yoder stated the following: our State's Attorney this morning is Kasey Probus, an eighth-grader at Heyworth. She is active in sports, plays volleyball, basketball, and volunteered to come this morning. She said that had she known she was going to sit up front she may not have volunteered. Chairman Sweeney stated the following: the individual who is going to be the Student Government Chairman has indicated he would like to speak to you. Thomas Cleary stated the following: I go to Chenoa Junior High School. I like sports such as track, basketball, baseball, and I am in band and chorus.

Consent Agenda:

Chairman Sweeney asked if there were any items that Members would like to remove from the consent agenda. No requests were made.

The consent agenda read as follows:

6. CONSENT AGENDA:

A. Approval of the Proceedings of the County Board, March 18, 2003

B. County Highway Department – Jack Mitchell, County Engineer

1. Request Approval of Results of Letting from March 20, 2003 Letting for County and Township Projects
2. Request Approval of Resolution for Improvement of Sec. 99-00057-08-WR – Stringtown Road
3. Request Approval of Resolution for Improvement of Sec. 99-00057-09-DR – Stringtown Road
4. Request Approval of Resolution for Improvement of Sec. 03-00071-02-WR – Towanda Gridley Road
5. Request Approval of Resolution for Improvement of Sec. 03-00135-05-RS – Towanda Gridley Road
6. Request Approval of Resolution for Improvement of Sec. 03-00134-04-RS – Ellsworth Road
7. Request Approval of Revised Federal Agency Agreement for Federal Participation for Sec. 01-00047-08-RS – Stanford/McLean

C. Building & Zoning – Phil Dick, Director

1. Zoning Cases:

- a) Request Approval of the application of Robin Beckwith in case 03-14-S. She is requesting a special use to allow a single family residence in the Agriculture District for the daughter of a farm owner on property, which is located in Empire Township immediately south of 150 North Road and approximately ½ mile east of 2500 East Road
- b) Request Approval of the application of Pelorus Ventures, Inc. in case 03-16-Z. They are requesting a map amendment to change the zoning classification of a property from C-Commercial District to M-1 Restricted Manufacturing District on property which is located in Dry Grove Township immediately north of Route 9 and approximately 3/8 mile east of 1000 East Road
- c) Request Approval of an Ordinance Amending the Zoning District Map to change Zoning Classification From C-Commercial District to M-1 Restricted Manufacturing in Case 03-16-2

- d) Request approval of the application of Fred Koebel in case 03-17-S. He is requesting a special use to allow a single family residence in the Agriculture District on land that is undesirable for agricultural uses on property which is located in White Oak Township immediately West of 950 East Road and approximately ¼ miles north of County Highway 12
- e) Request Approval of the application of Frank Koe in case 03-18-S for a special use to allow a Planned Development in the R-2 Two Family Residential District – this will amend the Planned Development that was approved in case 02-55-S - on property which is located in Towanda Township immediately northwest of the intersection of Towanda Barnes Road and Fort Jesse Road

D. Transfer Ordinances

E. Other Resolutions, Contracts, Leases, Agreements, Motions

Property Committee:

1) Items to be presented for Action:

- a) Request Approval of request received from Illinois State University to use the Law and Justice Center Courtrooms beginning on Friday evening, November 7 through Sunday November 9, 2003 for the Collegiate Mock Trial Tournament
- b) Request Approval of Recommendation received from Gene Asbury, Young Architects, regarding Government Center Mezzanine and First Floor

F. Chairman's Appointments with the Advice and Consent of the County Board:

a) REAPPOINTMENTS:

Cropsey Street Light District

Ms. Sharon Cameron
PO Box 72

Cropsey, IL 61731

Appointed to a Three-Year Term that expires on June 30, 2006

Clearview Sanitary District

Ms. Louise Reeves
48 Joseph Street

Bloomington, IL 61704

Appointed to a Three-Year Term that expires on May 1, 2006

Bloomington-Normal Water Reclamation District

Mr. Paul D. Brown
105 Hilltop Road
Bloomington, IL 61701
Appointed to a Three-Year Term that expires
on the first Monday in May, 2006

Bloomington Township Public Water District

Mr. Darrel Oehler
Rural Route 13, Box 124
Bloomington, IL 61704
Appointed to a Five-Year Term that expires
on the first Monday in May in 2008

McLean County Board of Review

Mr. Winford L. McElroy
23 Lake Ridge Court
Bloomington, IL 61701
Appointed to a Two-Year Term that expires
on June 1, 2005

Chenoa Fire Protection District

Mr. Mark Heins
Rural Route #1
Chenoa, IL 61726
Appointed to a Three-Year Term that expires
on April 30, 2006

b)

APPOINTMENTS:

Octavia Fire Protection District

Mr. Doug E. Helmers
21982 N. 400 East Rd.
Cropsey, IL 61731
Appointed to a Three-Year Term that expires
on April 30, 2006

Mr. Edwin Eades
17677 N. 2600 East Rd.
Cooksville, IL 61730
Appointed to a Three-Year Term that expires
on April 30, 2006

Bellflower Fire Protection District
Mr. Lawrence A. Heacock
2585 N. 3450 East Rd.
Farmer City, IL 61842
Appointed to a Three-Year Term that expires
on April 30, 2006

Lexington Fire Protection District
Mr. David D. Duzan
24322 N. 2250 East Rd.
Lexington, IL 61753
Appointed to a Three-Year Term that expires
on April 30, 2006

c)

RESIGNATIONS:

Octavia Fire Protection District
Mr. Gary Weber
Rural Route
Cooksville, IL 61737

Mr. Brad Putnam
Rural Route 1, Box 14
Cropsey, IL 61731

Bellflower Fire Protection District
Mr. Paul Zimmerman
Rural Route 1, Box 50
Bellflower, IL 61724

Lexington Fire Protection District
Mr. Leonard E. Kelly
Rural Route 2, Box 81-A
Lexington, IL 61753

G. Approval of Resolutions of Congratulations and Commendation

The Pantagraph

301 WEST WASHINGTON St. P.O. BOX 2907
BLOOMINGTON, ILLINOIS 61702-2907
PHONE 309-829-9000

MCLEAN COUNTY DEPT
OF BLDG & ZONING
PO BOX 2400
BLOOMINGTON, IL 617022400

Certificate of Publication

ACCOUNT #	1026780	DESCRIPTION	COUNTY NOTICE PARATRANSIT VEHICLE
AD #	0000311743	SIZE	610x11
INVOICE DATE	3/29/2003	TIMES	1
AMOUNT DUE	\$ 160.38	DATES APPEARED	3/29/2003

Paste Tear Sheet Here

The Pantagraph Publishing Co. hereby certifies that it is now and has been for more than one year continuously, d/b/a **The Pantagraph**, a daily secular newspaper of general circulation in said County, printed and published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that **The Pantagraph** is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper.

IN WITNESS WHEREOF, THE SAID PANTAGRAPH PUBLISHING CO. d/b/a **The Pantagraph** has caused its name to be hereunto signed by its Publisher, Financial Director, Accounting Manager on this 29th day of March, 2003

By *Frances Barth*
Accounting Manager

STATE OF ILLINOIS,
COUNTY OF MCLEAN
CITY OF BLOOMINGTON

} SS:

Sworn to and subscribed before me
this ____ day of _____, 2003

The costs of advertising and proof,
has been paid.

\$ 160.38

By _____

COUNTY NOTICE
Notice is hereby given that a public hearing will be held by McLean County regarding a State of Illinois Paratransit Vehicle Grant for the Non Metro Areas of McLean, Livingston, Ford and Iroquois Counties. On April 15, 2003 at 9:00 am, McLean County Law and Justice Center, Room 700, 104 West Front Street, Bloomington, Illinois:

I. For the purpose of considering a project for which financial assistance is being sought from the Illinois Department of Transportation, pursuant to the Illinois Department of Transportation's general authority to make such Grants, and which is generally described as follows:

A. To purchase the following replacement vehicles: three medium duty paratransit vehicles to be used in the provision of rural public transportation. Each vehicle is projected to cost \$65,000, and the total project cost is \$195,000. This project will be included in a Consolidated Vehicle Procurement Program undertaken by the State of Illinois on behalf of McLean County, with State and Federal Funds.

B. Relocation
Relocation Assistance will NOT be required.

C. Environment
This project is being implemented to minimize environmental impacts.

D. Comprehensive Planning
This project is in conformance with comprehensive transportation planning in the area.

E. Elderly and Disabled
All new equipment included in this project will meet ADA accessibility rules for the elderly and disabled.

II. At the hearing McLean County will afford an opportunity for interested persons or agencies to be heard with respect to the social, economic and environmental aspects of the project. Interested persons may submit orally or in writing, evidence and recommendations with respect to said project.

III. A copy of the application for a state grant for the proposed project for the intended service area will be made available for public inspection at the Law and Justice Center, 104 West Front Street, Room 707, Bloomington, IL or contact Mike Behary, County Plan-

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on April 4, 2003 for a letting held on March 20, 2003 for McLean County and various Road Districts 2003 MFT Maintenance Sections, and

WHEREAS, the Transportation Committee duly approved the bids on April 4, 2003

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following materials and contracts:

2003 MFT MAINTENANCE SECTIONS:

J. M. H. Trucking, Bloomington, Illinois, was the successful bidder on the following section:

Dale Road District Sec. 03-11000-00-GM.....GR. 14.....@ \$17,000.00

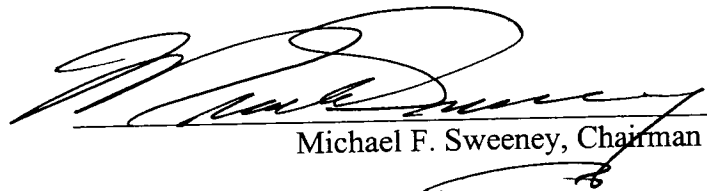
McLean County Asphalt, Bloomington, Illinois, was the successful bidder on the following sections:

Dry Grove Road District Sec. 03-15000-00-GM.....GR. 10@ \$ 5,040.00

Funks Grove Road District Sec. 03-17000-00-GM.....GR. 10@ \$14,200.00

Emulsicoat, Inc., Urbana, Illinois, was the successful bidder on the following sections:

Lawndale Road District Sec. 03-20000-00-GM.....GR. 17@ \$41,842.50

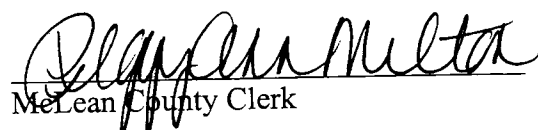

Michael F. Sweeney, Chairman McLean

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on April 15, 2003.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 15 day of April, A.D., 2003.

[SEAL]


McLean County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT
March 20, 2003 Letting

McLEAN COUNTY
SEC. 03-00000-00-GM GR-2

DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE UNIT PRICE TOTAL	McLEAN CO ASPHALT UNIT PRICE TOTAL	BENIACH CONST. BID BOND UNIT PRICE TOTAL
On Road	150,000	Gal	\$0.90	\$135,000.00	\$0.00	\$0.00	\$153,000.00
On Road	11,000	Gal	\$1.10	\$12,100.00	\$0.00	\$0.00	\$14,850.00
Load & Spread	30,000	Sq Yd	\$0.12	\$3,600.00	\$0.00	\$0.00	\$4,800.00
Load & Spread	182,000	Sq Yd	\$0.12	\$21,840.00	\$0.00	\$0.00	\$32,760.00
Furn & Spread	3,200	Ton	\$21.00	\$67,200.00	\$0.00	\$0.00	\$79,840.00
				\$239,740.00	\$0.00	\$0.00	\$285,250.00
					-100.00%		18.98%

ALLIN RD
SEC. 03-01000-00-GM GR-1A

DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE UNIT PRICE TOTAL	McLEAN CO ASPHALT UNIT PRICE TOTAL	BENIACH CONST. BID BOND UNIT PRICE TOTAL
On Road	7,500	Gal	\$1.25	\$9,375.00	\$1.15	\$0.00	\$10,875.00
Load & Spread	28,000	Sq Yd	\$0.28	\$7,840.00	\$0.40	\$0.00	\$7,560.00
				\$17,215.00	\$19,825.00	\$0.00	\$18,435.00
					15.16%		7.09%

ALLIN RD
SEC. 03-01000-00-GM GR-2A

DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE UNIT PRICE TOTAL	McLEAN CO ASPHALT UNIT PRICE TOTAL	BENIACH CONST. BID BOND UNIT PRICE TOTAL
On Road	5,200	Gal	\$1.00	\$5,200.00	\$1.01	\$0.00	\$6,240.00
Load & Spread	19,000	Sq Yd	\$0.18	\$3,420.00	\$0.35	\$0.00	\$3,800.00
				\$8,620.00	\$11,902.00	\$0.00	\$10,040.00
					38.07%		16.47%

ANCHOR RD
SEC. 03-02000-00-GM GR-2A

DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE UNIT PRICE TOTAL	McLEAN CO ASPHALT UNIT PRICE TOTAL	BENIACH CONST. BID BOND UNIT PRICE TOTAL	TRI CO PAVING UNIT PRICE TOTAL
On Road	30,000	Gal	\$0.90	\$27,000.00	\$0.00	\$0.00	\$30,600.00	\$0.00
Load & Spread	85,000	Sq Yd	\$0.14	\$11,900.00	\$0.00	\$0.00	\$13,600.00	\$0.00
				\$38,900.00	\$0.00	\$0.00	\$44,200.00	\$0.00
					-100.00%		13.62%	-100.00%

Note All projects not shown as awarded will be discussed further at the April-9-2003 township highway commissioners meeting due to the volatile oil situation and the Iraqi war

ARROWSMITH RD
SEC. 03-03000-00-GM GR-2A

ITEM	ENGINEERS	ROWE	McLEAN CO ASPHALT	BENIACH CONST.
	ESTIMATE			BID BOND
	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE
DELIVERY	QUANTITY	UNIT		
On Road	20,167	Gal	\$0.00	\$1.20
Load & Spread	57,620	Sq Yd	\$0.00	\$0.18
	\$27,225.45		\$0.00	\$24,200.40
			-100.00%	\$10,371.60
				\$34,572.00
				26.98%

BLUE MOUND RD
SEC. 03-07000-00-GM GR-2A

ITEM	ENGINEERS	ROWE	McLEAN CO ASPHALT	BENIACH CONST.
	ESTIMATE			BID BOND
	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE
DELIVERY	QUANTITY	UNIT		
On Road	35,500	Gal	\$0.00	\$1.02
Load & Spread	91,133	Sq Yd	\$0.00	\$0.18
	\$31,950.00		\$0.00	\$36,210.00
	\$13,669.95		\$0.00	\$16,403.94
	\$45,619.95		\$0.00	\$52,613.94
			-100.00%	15.33%

CHENEYS GROVE RD
SEC. 03-08000-00-GM GR-2A

ITEM	ENGINEERS	ROWE	McLEAN CO ASPHALT	BENIACH CONST.
	ESTIMATE			BID BOND
	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE
DELIVERY	QUANTITY	UNIT		
On Road	14,000	Gal	\$0.00	\$1.02
Load & Spread	40,000	Sq Yd	\$0.00	\$0.16
	\$12,600.00		\$0.00	\$6,400.00
	\$5,600.00		\$0.00	\$20,680.00
	\$18,200.00		\$0.00	13.63%

CHENOVA RD
SEC. 03-09000-00-GM GR-2

ITEM	ENGINEERS	ROWE	McLEAN CO ASPHALT	BENIACH CONST.	TRI CO PAVING
	ESTIMATE			BID BOND	
	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
DELIVERY	QUANTITY	UNIT			
On Road	16,200	Gal	\$0.00	\$1.20	\$0.00
Furn & Spread	800	Ton	\$0.00	\$19.75	\$0.00
	\$16,200.00		\$0.00	\$35,240.00	\$0.00
	\$14,400.00		\$0.00	15.16%	-100.00%
	\$30,600.00		\$0.00		

CROPSEY RD
SEC. 03-10000-00-GM GR-2A

ITEM	ENGINEERS	ROWE	McLEAN CO ASPHALT	BENIACH CONST.	TRI CO PAVING
	ESTIMATE			BID BOND	
	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
DELIVERY	QUANTITY	UNIT			
On Road	15,750	Gal	\$0.00	\$1.02	\$0.00
Load & Spread	45,000	Sq Yd	\$0.00	\$0.16	\$0.00
	\$14,175.00		\$0.00	\$7,200.00	\$0.00
	\$6,300.00		\$0.00	\$23,265.00	-100.00%
	\$20,475.00		\$0.00	13.63%	

DALE RD
SEC. 03-11000-00-GM GR-2A

DELIVERY	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
On Road	42,000 Gal	\$0.90	\$37,800.00	\$0.95	\$39,900.00
Load & Spread	100,000 Sq Yd	\$0.14	\$14,000.00	\$0.25	\$25,000.00
			<u>\$51,800.00</u>		<u>\$64,900.00</u>
					-100.00%
					17.45%
				<u>\$1.02</u>	<u>\$42,840.00</u>
				<u>\$0.18</u>	<u>\$18,000.00</u>
					<u>\$60,840.00</u>

DALE RD
SEC. 03-11000-00-GM GR-10

DELIVERY	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
On Road	320	Ton	\$65.00	\$20,800.00	\$0.00	\$22,400.00
				\$20,800.00	\$0.00	\$22,400.00
					-100.00%	7.69%

DALE RD
SEC. 03-11000-00-GM GR-14[illegible]

JMH TRUCKING	
BID CHECK	
UNIT PRICE	\$10.00
TOTAL	\$17,000.00
	\$17,000.00
	-23.08%

DANVERS RD
SEC. 03-12000-00-GM GR-2

<u>DELIVERY</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
On Road	360 Gal	\$3.00	\$1,080.00	\$2.25	\$810.00	\$0.00	\$0.00
On Road	4,000 Gal	\$1.00	\$4,000.00	\$1.05	\$4,200.00	\$0.00	\$0.00
On Road	21,500 Gal	\$0.90	\$19,350.00	\$0.95	\$20,425.00	\$0.00	\$0.00
Furn & Spread	25 Ton	\$25.00	\$625.00	\$33.00	\$825.00	\$0.00	\$0.00
Furn & Spread	1,000 Ton	\$23.00	\$23,000.00	\$25.70	\$25,700.00	\$0.00	\$0.00
			<u>\$48,055.00</u>		<u>\$51,960.00</u>		<u>\$0.00</u>
						-100.00%	9.79%

DAWSON RD
SEC 03-13000-00-GM GR-2A

DELIVERY	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
On Road	20,000	Gal	\$0.90	\$18,000.00	\$0.00	\$0.00
Load & Spread	50,000	Sq Yd	\$0.14	\$7,000.00	\$0.00	\$0.00
				<u>\$25,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
						<u>\$0.00</u>
						<u>\$0.18</u>
						<u>\$1.02</u>
						<u>\$20,400.00</u>
						<u>\$9,000.00</u>
						<u>\$29,400.00</u>
						17.60%
						-100.00%
						-100.00%

<p>DOWNES RD SEC. 03-14000-00-GM GR-2</p>	ITEM	McLEAN CO ASPHALT				BENIACH CONST.			
		ENGINEERS		BID BOND		BID CHECK			
		ESTIMATE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	UNIT PRICE	TOTAL	TOTAL
		TOTAL							
<p>Bit Malt's Seal Coat (PG46-28) Seal Coat Agg (CA-15/16)</p>		DELIVERY	QUANTITY	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL	TOTAL
		On Road	16,900	Gal	\$1.00	\$17,069.00	\$0.00	\$1.20	\$20,280.00
		Furn & Spread	720	Ton	\$22.00	\$15,840.00	\$0.00	\$19.50	\$14,040.00
						\$33,909.00	\$0.00		\$34,320.00
									4.83%
									-100.00%
									3.81%
<p>DRY GROVE RD SEC. 03-15000-00-GM GR-2</p>	ITEM	McLEAN CO ASPHALT				BENIACH CONST.			
		ENGINEERS		BID BOND		BID CHECK			
		ESTIMATE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	UNIT PRICE	TOTAL	TOTAL
		TOTAL							
<p>Bit Malt's Seal Coat (CRS-2) Cover Coat Agg (CA-14) Seal Coat Agg (CA-15/16)</p>		DELIVERY	QUANTITY	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL	TOTAL
		On Road	29,500	Gal	\$0.90	\$26,550.00	\$0.00	\$1.02	\$30,090.00
		Furn & Spread	480	Ton	\$26.00	\$12,480.00	\$0.00	\$23.00	\$11,040.00
		Furn & Spread	700	Ton	\$23.00	\$16,100.00	\$0.00	21.75	\$15,225.00
						\$55,130.00	\$0.00		\$56,355.00
									2.22%
									-100.00%
									1.89%
<p>DRY GROVE RD SEC. 03-15000-00-GM GR-10</p>	ITEM	McLEAN CO ASPHALT				BENIACH CONST.			
		ENGINEERS		BID BOND		BID CHECK			
		ESTIMATE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	UNIT PRICE	TOTAL	TOTAL
		TOTAL							
<p>Inc. Bit. Surface</p>		DELIVERY	QUANTITY	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL	TOTAL
		On Road	72	Ton	\$70.00	\$5,040.00	\$0.00	\$0.00	\$5,040.00
									0.00%
									-100.00%
<p>EMPIRE RD SEC. 03-16000-00-GM GR-17</p>	ITEM	McLEAN CO ASPHALT				EMULSICOAT			
		ENGINEERS		BID BOND		BID CHECK			
		ESTIMATE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	UNIT PRICE	TOTAL	TOTAL
		TOTAL							
<p>Bit Malt's Prime Coat (MC-30) Bit Malt's Seal Coat (PG46-28)</p>		DELIVERY	QUANTITY	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL	TOTAL
		FOB Plant	2,600	Gal	\$0.95	\$2,470.00	\$0.00	\$1.20	\$3,120.00
		FOB Twp Shed	6,000	Gal	\$0.71	\$4,260.00	\$0.00	\$0.897	\$5,382.00
						\$6,730.00	\$0.00		\$8,502.00
									26.33%
									-100.00%
<p>FUNKS GROVE RD SEC. 03-17000-00-GM GR-10</p>	ITEM	McLEAN CO ASPHALT				BENIACH CONST.			
		ENGINEERS		BID BOND		BID CHECK			
		ESTIMATE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	UNIT PRICE	TOTAL	TOTAL
		TOTAL							
<p>Inc. Bit. Surface</p>		DELIVERY	QUANTITY	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL	TOTAL
		On Road	200	Ton	\$75.00	\$15,000.00	\$0.00	\$0.00	\$14,200.00
									-5.33%
									-100.00%

MONEY CREEK RD
SEC. 03-23000-00-GM GR-2A

DELIVERY	QUANTITY	UNIT	ENGINEERS		ROWE		McLEAN CO ASPHALT		BENIACH CONST.	
			ESTIMATE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	BID BOND	TOTAL
On Road	13,500	Gal	\$13,500.00	\$1.00		\$0.00	\$0.00	\$16,200.00	\$1.20	\$16,200.00
Load & Spread	50,000	Sq Yd	\$7,000.00	\$0.14		\$0.00	\$0.00	\$8,000.00	\$0.16	\$8,000.00
			\$20,500.00			\$0.00	\$0.00	\$24,200.00		\$24,200.00
						-100.00%				18.05%

MOUNT HOPE RD
SEC. 03-24000-00-GM GR-2

DELIVERY	QUANTITY	UNIT	ENGINEERS		ROWE		McLEAN CO ASPHALT		BENIACH CONST.	
			ESTIMATE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	BID BOND	TOTAL
On Road	21,000	Gal	\$21,000.00	\$1.00	\$1.01	\$21,210.00	\$0.00	\$0.00	\$1.20	\$25,200.00
Furn & Spread	900	Ton	\$18,000.00	\$20.00	\$23.55	\$21,195.00	\$0.00	\$0.00	\$19.75	\$17,775.00
			\$39,000.00			\$42,405.00	\$0.00	\$0.00		\$42,975.00
						8.73%				10.19%

NORMAL RD
SEC. 03-25000-00-GM GR-2A

DELIVERY	QUANTITY	UNIT	ENGINEERS		ROWE		McLEAN CO ASPHALT		BENIACH CONST.	
			ESTIMATE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	BID BOND	TOTAL
On Road	15,132	Gal	\$13,618.80	\$0.90	\$0.95	\$14,375.40	\$0.00	\$0.00	\$1.02	\$15,434.64
Load & Spread	38,800	Sq Yd	\$5,432.00	\$0.14	\$0.25	\$9,700.00	\$0.00	\$0.00	\$0.18	\$6,984.00
			\$19,050.80			\$24,075.40	\$0.00	\$0.00		\$22,418.64
						26.37%				17.68%

OLD TOWN RD
SEC. 03-26000-00-GM GR-2

DELIVERY	QUANTITY	UNIT	ENGINEERS		ROWE		McLEAN CO ASPHALT		BENIACH CONST.	
			ESTIMATE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	BID BOND	TOTAL
On Road	38,000	Gal	\$38,000.00	\$1.00		\$0.00	\$0.00	\$45,600.00	\$1.20	\$45,600.00
On Road	11,400	Gal	\$10,260.00	\$0.90		\$0.00	\$0.00	\$13,680.00	\$1.20	\$13,680.00
Furn & Spread	2,100	Ton	\$42,000.00	\$20.00		\$0.00	\$0.00	\$47,250.00	\$22.50	\$47,250.00
			\$90,260.00			\$0.00	\$0.00	\$106,530.00		\$106,530.00
						-100.00%				18.03%

RANDOLPH RD
SEC. 03-27000-00-GM GR-2

DELIVERY	QUANTITY	UNIT	ENGINEERS		ROWE		McLEAN CO ASPHALT		BENIACH CONST.	
			ESTIMATE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	BID BOND	TOTAL
On Road	35,000	Gal	\$31,500.00	\$0.90	\$0.95	\$33,250.00	\$0.00	\$0.00	\$1.02	\$35,700.00
Furn & Spread	1,450	Ton	\$29,000.00	\$20.00	\$20.85	\$30,232.50	\$0.00	\$0.00	\$19.75	\$28,637.50
			\$60,500.00			\$63,482.50	\$0.00	\$0.00		\$64,337.50
						4.93%				6.34%

TOWANDA RD
SEC. 03-28000-00-GM GR-2

ITEM
Bit Malt's Seal Coat (PG46-28)
Seal Coat Agg (CA-15/16)
(Crushed Limestone Only)

ENGINEERS				ROWE		McLEAN CO ASPHALT		BENIACH CONST.	
ESTIMATE				TOTAL		TOTAL		TOTAL	
DELIVERY	QUANTITY	UNIT	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
On Road	9,000	Gal	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.20	\$10,800.00
Furn & Spread	400	Ton	\$22.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.75	\$9,100.00
									\$19,900.00
									11.80%

WEST RD
SEC. 03-29000-00-GM GR-2A

ITEM
Bit Malt's (CRS-2)
Seal Coat Agg (CA-15/16)

ENGINEERS				ROWE		McLEAN CO ASPHALT		BENIACH CONST.	
ESTIMATE				TOTAL		TOTAL		TOTAL	
DELIVERY	QUANTITY	UNIT	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
On Road	19,250	Gal	\$0.90	\$0.00	\$0.00	\$0.00	\$0.00	\$1.02	\$19,635.00
Load & Spread	55,000	Sq Yd	\$0.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.16	\$8,800.00
									\$28,435.00
									13.63%

WHITE OAK RD
SEC. 03-30000-00-GM GR-2

ITEM
Bit Malt's Seal Coat (CRS-2)
Seal Coat Agg (CA-15/16)
(Natural Gravel Only)
(No Limestone Allowed)

ENGINEERS				ROWE		McLEAN CO ASPHALT		BENIACH CONST.	
ESTIMATE				TOTAL		TOTAL		TOTAL	
DELIVERY	QUANTITY	UNIT	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
On Road	13,660	Gal	\$0.90	\$0.95	\$12,977.00	\$0.00	\$0.00	\$1.02	\$13,933.20
Furn & Spread	550	Ton	\$25.00	\$27.00	\$14,850.00	\$0.00	\$0.00	\$25.75	\$14,162.50
									\$28,095.70
									7.68%

YATES RD
SEC. 03-31000-00-GM GR-2

ITEM
Bit Malt's Seal Coat (CRS-2)
Seal Coat Agg (CA-14)

ENGINEERS				ROWE		McLEAN CO ASPHALT		BENIACH CONST.		TRICO PAVING	
ESTIMATE				TOTAL		TOTAL		TOTAL		TOTAL	
DELIVERY	QUANTITY	UNIT	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
On Road	36,000	Gal	\$0.90	\$0.00	\$0.00	\$0.00	\$0.00	\$1.02	\$36,720.00	\$0.00	\$0.00
Furn & Spread	1,500	Ton	\$20.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.75	\$34,125.00	\$0.00	\$0.00
									\$70,845.00		-100.00%
									13.53%		



**Illinois Department
of Transportation**

**Resolution for Improvement by County
Under the Illinois Highway Code**

Stringtown Road

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 32, beginning at a point near the N.E. Corner of the Northwest Quarter of Section 28, T23N, R1W of the 3rd P.M. (250E, 1000N) and extending along said route(s) in a(n) Easterly direction to a point near the N.E. Corner of the Northwest Quarter of the Northwest Quarter of Section 26, T23N, R1W of the 3rd P.M. (approx. 900' east of 400E, 1000N), a distance of approximately 1.665 miles; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be Widening and resurfacing with the construction of leveling binder, bituminous concrete binder and surface courses, aggregate shoulders, and other miscellaneous related items; and vertical realignment with the construction of aggregate base course, bituminous base course, and other Miscellaneous related items; and bridge widening
(Describe in general terms)

and shall be designated as Section 99-00057-08-WR and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract and the County through its officers, agents, and employees
(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Six Hundred Seventy Thousand dollars, (\$670,000.00)

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Tax Funds, and County Bridge Funds (\$120,000.00) for the construction of this improvement, acquisition of R.O.W. and provide engineering, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Michael F. Sweeney
Chairman, McLean County Board

APPROVED

Date

Department of Transportation

District Engineer

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Regular

meeting held at Bloomington, IL

on April 15, 2003

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Bloomington, IL

in said County, this 15 day of April A.D. 2003

(SEAL)

Peggy Ann Milton
County Clerk



**Illinois Department
of Transportation**

**Resolution for Improvement by County
Under the Illinois Highway Code**

Stringtown Road

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 32, beginning at a point near the N.E. Corner of the Northwest Quarter of the Northwest Quarter of Section 26, T23N, R1W, of the 3rd P.M. (approx. 900' East of (400E, 1000N)) and extending along said route(s) in a(n) Easterly direction to a point near the N.E. Corner of the Northwest Quarter of the Northwest Quarter of Section 28, T23N, R1E, of the 3rd P.M. (approx. 1,300' East of (800E, 1000N)), a distance of approximately 4.053 miles; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be shoulder work with the construction of aggregate shoulders, incidental bituminous surface, and miscellaneous related items; and culvert extensions
(Describe in general terms)

and shall be designated as Section 99-00057-09-DR and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract and the County through its officers, agents and employees
(Insert either "contract" or "the County through its officers, agents and employees") ; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of three hundred thousand dollars, (\$300,000.00)

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Tax Funds, and County Bridge Funds (\$50,000.00) for the construction of this improvement, acquisition of R.O.W., and provide engineering, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Michael F. Sweeney
Chairman, McLean County Board

APPROVED

Date

Department of Transportation

District Engineer

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Regular

meeting held at Bloomington, IL

on April 15, 2003
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Bloomington, IL

in said County, this 15 day of April A.D. 2003

(SEAL)

Peggy Ann Milton County Clerk



**Illinois Department
of Transportation**

**Resolution for Improvement by County
Under the Illinois Highway Code**

Towanda-Gridley Road

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 29, beginning at a point near the S.E. Corner of the Southeast Quarter of Section 31, T25N, R3E, of the 3rd P.M. (1900E, 2000N)

and extending along said route(s) in a(n) Northerly direction to a point near the S.E. Corner of the Southeast quarter of Section 19, T25N, R3E, of the 3rd P.M. (1900E, 2200N)

, a distance of approximately 1.902 miles; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be Widening and resurfacing with the construction binder, bituminous concrete binder and surface courses, aggregate shoulders, and other miscellaneous related items
(Describe in general terms)

and shall be designated as Section 03-00071-02-WR and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract

(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Five Hundred Seventy-Five Thousand dollars, (\$575,000.00)

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Tax Funds for the construction of this improvement, and provide engineering, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit ~~two~~ one certified copies of this resolution to the district office of the Department of Transportation.

Michael F. Sweeney
Chairman, McLean County Board

APPROVED

Date

Department of Transportation

District Engineer

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Regular

meeting held at Bloomington, IL

on April 15, 2003

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Bloomington, IL

in said County, this 15 day of April A.D. 2003

(SEAL)

Peggy Ann Milton

County Clerk



**Illinois Department
of Transportation**

**Resolution for Improvement by County
Under the Illinois Highway Code**

Towanda-Gridley Road

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 12, beginning at a point near the S.E. Corner of the Southeast Quarter of Section 19, T25N, R3E, of the 3rd P.M. (1900E, 2200N) and extending along said route(s) in a(n) Easterly direction to a point near the S.E. Corner of the Southwest quarter of Section 20, T25N, R3E, of the 3rd P.M. (1950E, 2200N), a distance of approximately 0.558 miles; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be resurfacing with the construction of leveling binder, bituminous concrete surface course, aggregate shoulders, and other miscellaneous related items;
(Describe in general terms)
and

and shall be designated as Section 03-00135-05-RS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract; and
(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Seventy-Five Thousand dollars, (\$75,000.00)

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Tax Funds for the construction of this improvement, and provide engineering, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation. Michael F. Sweeney
Chairman, McLean County Board

APPROVED

Date

Department of Transportation

District Engineer

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Regular meeting held at Bloomington, IL

on April 15, 2003
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, IL

in said County, this 15 day of April A.D. 2003
(SEAL) Peggy Ann Milton County Clerk



**Illinois Department
of Transportation**

**Resolution for Improvement by County
Under the Illinois Highway Code**

Ellsworth Road

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 17, beginning at a point near the N.W. Corner of the Southeast Quarter of Section 14, T23N, R4E, of the 3rd P.M. (1150N,2850E) and extending along said route(s) in a(n) Southerly direction to a point near the S.E. Corner of the Northwest Quarter of Section 26, T23N, R4E, of the 3rd P.M. (975N,2850E), a distance of approximately 1.827 miles; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be resurfacing with the construction of leveling binder, bituminous concrete surface course, bituminous cold-mix, aggregate shoulders, and other miscellaneous related Items.
(Describe in general terms)

and shall be designated as Section 03-00134-04-RS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contracts and the County through its officers, agents and employees; and
(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Four Hundred Thousand dollars, (\$400,000.00)

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Tax Funds for the construction of this improvement, and provide engineering, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit ~~two certified copies~~ of this resolution to the district office of the Department of Transportation. Michael F. Sweeney

Chairman, McLean County Board

APPROVED

Date

Department of Transportation

District Engineer

I, Peggy Ann Milton County Clerk in and for said County in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Regular

meeting held at Bloomington, IL

on April 15, 2003
Date


IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Bloomington, IL

in said County, this 15 day of April A.D. 2003

(SEAL)

Peggy Ann Milton County Clerk

Local Agency McLean County	 Illinois Department of Transportation Local Agency Agreement for Federal Participation REVISED	Section 01-00047-08-RS <hr/> Fund Type STR <hr/> <table style="width:100%; border: none;"> <tr> <td style="border: 1px solid black; width: 25%;">State Contract X</td> <td style="border: 1px solid black; width: 25%;">Day Labor</td> <td style="border: 1px solid black; width: 25%;">Local Contract</td> <td style="border: 1px solid black; width: 25%;">RR Force Account</td> </tr> </table>	State Contract X	Day Labor	Local Contract	RR Force Account
State Contract X	Day Labor	Local Contract	RR Force Account			

This Agreement is made and entered into between the above local agency (LA) and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the United States Federal Highway Administration hereinafter referred to as FHWA.

Location			
Local Name <u>Stanford/ McLean Road (C.H. 59)</u>	Route <u>FAS 479</u>	Length <u>4.0791 Miles</u>	
Termini <u>C.H. 34 on the North end and 400N on the South end</u>			
Current Jurisdiction <u>McLean County</u>			

Project Description	Existing Str. No. _____
Resurfacing with the construction of leveling binder, area reflective crack control, bituminous concrete binder and surface coarses, aggregate shoulders, and other miscellaneous related items.	

Type of Work	Division of Cost							
	FHWA	%	State	%	LA	%	Total	
Participating Construction	647,200	(80)	()	()	161,800	(20)	809,000	
Non-Participating Construction	()	()	()	()	21,000	(100)	21,000	
Preliminary Engineering	()	()	()	()	()	()	()	
Construction Engineering	()	()	()	()	()	()	()	
Right of Way	()	()	()	()	()	()	()	
Railroads	()	()	()	()	()	()	()	
Utilities	()	()	()	()	()	()	()	
TOTAL	\$ 647,200		\$		\$ 182,800		\$ 830,000	

NOTE: The above costs are approximate and subject to change. The final LA share is dependent upon the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement. If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain below. The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation
By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)
METHOD A---Lump Sum (95% of LA Obligation) _____
METHOD B--- _____ Monthly Payments of _____
METHOD C---LA's Share <u>\$182,800</u> divided by estimated total cost multiplied by actual progress payment. (See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-100-03	SR-479(106)				

Agreement Provisions

THE LOCAL AGENCY AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LOCAL AGENCY agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (STATE Contracts Only) That the method of payment designated on page one will be as follows:

Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

Local Agency McLean County	Section 01-00047-08-RS
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(14) And certifies to the best of its knowledge and belief its officials:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
- (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

(15) To include the certifications, listed in item 14 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

(16) (STATE Contracts) That execution of this agreement constitutes the LOCAL AGENCY's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

(17) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LOCAL AGENCY's certification that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The LOCAL AGENCY shall require that the language of this certification be included in the award documents for all subawards at all times (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(18) To regulate parking and traffic in accordance with the approved project report.

(19) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.

(20) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (STATE Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (LOCAL Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the LOCAL AGENCY for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LOCAL AGENCY.
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

Local Agency
McLean County

Section
01-00047-08-RS

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LOCAL AGENCY, the LOCAL AGENCY shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LOCAL AGENCY shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LOCAL AGENCY's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LOCAL AGENCY DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LOCAL AGENCY, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map, Number 2 MFT Resolution, and Number 3 Prevailing Wage Act

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Michael F. Sweeney

Title Chairman, County Board
County Board Chairperson/Mayor/Village President/etc.

Signature 

Date _____

APPROVED

State of Illinois
Department of Transportation

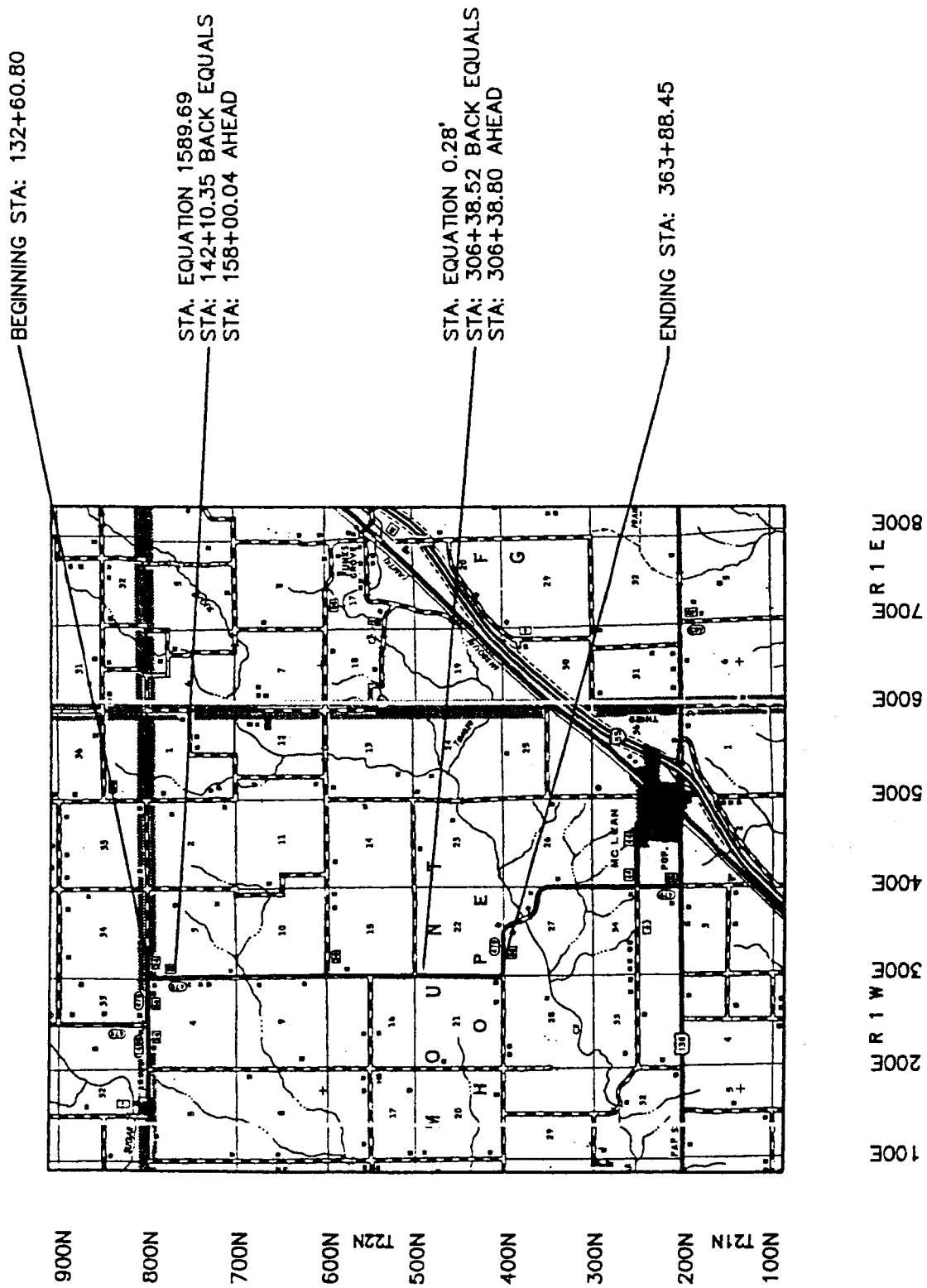
By _____
Director of Highways

Date _____

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Local Agency McLean County
Section 01-00047-08-RS

LOCATION MAP STANFORD-McLEAN RD (CH 59) SEC. 01-00047-08-RS





**Illinois Department
of Transportation**

**Resolution for Improvement by County
Under the Illinois Highway Code**

Stanford-McLean Road

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 59, beginning at a point near the N. W. Corner of Section 3, T22N, R1W, of the 3rd P.M. (800N, 300E) and extending along said route(s) in a(n) Southerly direction to a point near the S.W. Corner of Section 22, T22N, R1W, of the 3rd P.M. (400N, 300E)

, a distance of approximately 4.0791 miles; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be resurfacing with the construction of leveling binder, area reflective crack control, bituminous concrete binder and surface coarses, aggregate shoulders, and other miscellaneous related items
(Describe in general terms)

and shall be designated as Section 01-00047-08-RS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract

(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Two Hundred Forty Thousand dollars, (\$240,000.00)

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Funds for construction of this improvement, And provide engineering.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation. Michael F. Sweeney
Chairman, McLean County Board

APPROVED

Date

Department of Transportation

District Engineer

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Regular

meeting held at Bloomington, IL

on March 18, 2003
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Bloomington, IL

in said County, this 18 day of March A.D. 2003

(SEAL)

County Clerk

**ADDENDUM NUMBER 3
JOINT AGREEMENT ADDENDUM
PREVAILING WAGE ACT**

“All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement or amendment shall be subject to the prevailing Wage Act (820 ILCS 130/0.01 et seq) unless the provisions of that Act exempt its application.”

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Robin Beckwith in case 03-14-S. She is requesting a special use to allow a single family residence in the Agriculture District for the daughter of a farm owner on property which is part of Section 5, Township 21N, Range 4E of the 3rd P.M.; and is located in Empire Township immediately south of 150 North Road and approximately ½ mile east of 2500 East Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on April 1, 2003. The hearing took place in Room 322, McLean County Health Department Building, 200 West Front Street, Bloomington, Illinois and the Zoning Board of Appeals hereby reports the findings of fact and the recommendation as follows:

PHYSICAL LAYOUT – The 57 acre property is currently in woods, pasture and crop production. The property has 2,076 feet of frontage on the south side of 150 North Road, an oil and chip road 17 feet in width. The property is gently sloping to the west and south to a creek and then southeast from the property.

SURROUNDING ZONING AND LAND USES - The land on all sides is in the A-Agriculture District. The land to the north is wooded and in crop production. The land to the east is used for pasture. The land to the south and west is in crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 93 out of 125 points. The site assessment score was 140 out of 175 points. The total LESA score was 233 points out of 300. A score of 225 points and above means the property is of high value for agricultural land protection.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is the daughter of the owner of the original agriculture tract from which this property is being set aside. The proposed dwelling will be built on an area that is not suitable for crop production.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The proposed dwelling for the daughter of the farm owner of the agricultural tract is compatible with uses in the vicinity.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The

applicant is the daughter of the owner of the farm from which this property is being set aside.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. Adequate access can be provided by 150 North Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the proposed entrance. The applicant will need to obtain an entrance permit from the Empire Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided an entrance permit is obtained from the Empire Township Road Commissioner. The application meets one of the individual criteria for establishing a residential use in the A-Agriculture District since one of the applicants is the daughter of the farm owner. The mother of the applicant owns this farm that consists of 172 acres. The Zoning Ordinance allows a non-farm residence for the son or daughter of the farm owner.

Therefore this Board recommends that a special use be approved on the property described above to allow the construction of one single family dwelling and that the construction and placement follow the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

ROLL CALL VOTE UNANIMOUS - The roll call vote was seven members for the motion to recommend approval, none opposed and Member Elble was absent.

Respectfully submitted this 1st day of April 2003, McLean County Zoning Board of Appeals

SALLY RUDOLPH
Chair

Sally Rudolph, Chair
James Finnigan
David Kinsella
Jerry Hoffman
Michael Kuritz
Tony Wheat
Dale Williamson, Alternate

FINDINGS OF FACT AND RECOMMENDATION OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals concerning an application of Pelorus Ventures, Inc. in case 03-16-Z. They are requesting a map amendment to change the zoning classification of a property from C-Commercial District to M-1 Restricted Manufacturing District on property which is part of Section 35, Township 24N Range 1E of the 3rd P.M.; and is located in Dry Grove Township immediately north of Route 9 and approximately 3/8 mile east of 1000 East Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on April 1, 2003. The hearing took place in Room 322, McLean County Health Department Building, 200 West Front Street, Bloomington, Illinois and the Zoning Board of Appeals hereby reports the findings of fact and the recommendation as follows:

PHYSICAL LAYOUT – The 9.5 acre property is currently partially vacant and is used in part for the growing of worms. The topography of the property is relatively flat and drains generally to the north. The property has 450 feet of frontage on the south side of U.S. Route 9, an asphalt road 25 feet in width.

SURROUNDING ZONING:

- | | | |
|----|--------|---------------------------------------|
| a. | North: | A-Agriculture District |
| b. | East: | M-1 Restricted Manufacturing District |
| c. | South: | M-1 Restricted Manufacturing District |
| d. | West: | M-1 Restricted Manufacturing District |

SURROUNDING LAND USE:

- | | | |
|----|--------|-------------------------------------|
| a. | North: | Crop production |
| b. | East: | Business – Kirk Wood Products |
| c. | South: | Crop production and a business |
| d. | West: | Business – Westside Forest Products |

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards listed in Section 207.6 (Standards for Map Amendments) of the Zoning Ordinance.

- A. The proposed amendment is compatible with appropriate uses, appropriate zoning classifications in the area and appropriate trends of development in the general area, giving due consideration to dominant uses.** This standard is met. The parcel is located adjacent to M-1 Restricted Manufacturing District to the east, west and south. The trend of development in the area is toward commercial and manufacturing uses. Kirk Wood Products is located to the east and Westside Forest Products is located to the west of this property. The

property to the south is also in the M-1 Restricted Manufacturing District and has a business located on it. The Comprehensive Plan shows the property designated in the urban growth area.

- B. The proposed zoning classifications are appropriate as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classifications.** This standard is met. The location of this property adjacent to the M-1 Restricted Manufacturing District to the east, west, and south makes it appropriate for manufacturing development.
- C. Adequate and safe accessibility to the subject property from a public road is available or can be reasonably supplied, giving due consideration to uses permitted in the proposed zoning classifications.** This standard is met. The property has approximately 450 feet of frontage on the north side of Route 9 and it appears that safe sight distance can be provided at the exiting entrance.
- D. Adequate public roads connected to the arterial highway system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classifications.** This standard is met. Adequate access to Illinois Route 9 can be provided.
- E. The proposed amendment is consistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the M-1 Restricted Manufacturing District will not have a substantial detrimental effect on the drainage patterns in the area.** This standard is met. The property is relatively flat. Detention/retention will need to be provided before additional development is approved.
- F. Adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the M-1 Restricted Manufacturing District.** This standard is met. The Dry Gove Township Fire District will provide fire protection for the subject property. Public water is available at this site. Public sewer is not available at this site. The property will need to be served by a private septic system approved by the County Health Department.
- G. The proposed amendment is consistent with the public interest, giving due consideration to the purpose and intent of this ordinance.**

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested meets all the standards for recommending granting as found in Section 207.6 (Standards for Map Amendments) of the McLean County

Findings and Recommendation
03-16-Z, Page 3

Zoning Ordinance and that such request is in the public interest. Therefore, the Zoning Board of Appeals hereby recommends approval of the request to change the zoning district classification of the property described above from C- Commercial District to a classification of M-1 Restricted Manufacturing District.

ROLL CALL VOTE UNANIMOUS - The roll call vote was seven members for the motion to recommend approval, no members opposed and Member Elble was absent.

Respectfully submitted this 1st day of April 2003, McLean County Zoning Board of Appeals

SALLY RUDOLPH
Chair

Sally Rudolph, Chair
James Finnigan
David Kinsella
Jerry Hoffman
Michael Kuritz
Tony Wheet
Dale Williamson, Alternate

ORDINANCE AMENDING THE ZONING DISTRICT MAP
OF THE McLEAN COUNTY ZONING ORDINANCE

WHEREAS, an application has been made for an amendment to the McLean County Zoning District Map requesting that the zoning district classification be changed from its present classification of C-Commercial District to a classification of M-1 Restricted Manufacturing District on 9.5 acres of land which is part Section 35, Township 24N Range 1E of the 3rd P.M.; and is located in Dry Grove Township immediately north of Route 9 and approximately 3/8 mile east of 1000 East Road; and

WHEREAS, the McLean County Zoning Board of Appeals has held a public hearing on said application under Case No. 03-16-Z according to law; and

WHEREAS, the McLean County Board has found that the proposed amendment meets all the standards set forth in Article 2 Section 207 (Standards for Map Amendments) of the McLean County Zoning Ordinance; and

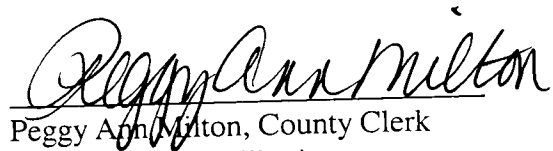
WHEREAS, the proposed amendment is in the public interest and is consistent with the purpose and intent of the McLean County Zoning Ordinance; now, therefore,

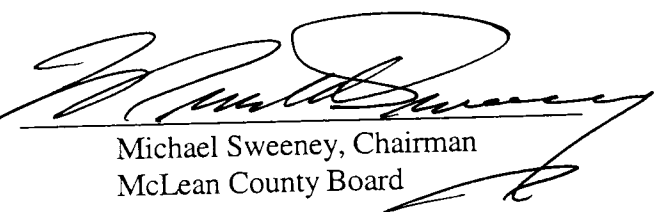
BE IT ORDAINED that the McLean County Zoning District Map be and hereby is amended to change the zoning classification of the aforescribed real estate from a classification of C-Commercial District to a classification of M-1 Restricted Manufacturing District.

Adopted by the County Board of McLean County, Illinois this 15th day of April 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael Sweeney, Chairman
McLean County Board

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Fred Koebel in case 03-17-S. He is requesting a special use to allow a single family residence in the Agriculture District on land that is undesirable for agricultural uses on property which is part of Section 22, Township 25N, Range 1E of the 3rd P.M.; and is located in White Oak Township immediately West of 950 East Road and approximately ¼ miles north of County Highway 12.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on April 1, 2003. The hearing took place in Room 322, McLean County Health Department Building, 200 West Front Street, Bloomington, Illinois and the Zoning Board of Appeals hereby reports the findings of fact and the recommendation as follows:

PHYSICAL LAYOUT - The 11 acre property is in pasture. The property gently slopes to the west. The property has 575 feet of frontage on the west side of 950E Road.

SURROUNDING ZONING AND LAND USES – The surrounding zoning is A-Agriculture District on all sides. The land to the north, east and west is in crop production. The land to the south is in pasture.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 102 out of 125 points. The site assessment score was 130 out of 175 points. The total LESA score was 232 points out of 300. A score of 225 points and above means the property is of high value for agricultural land protection.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant proposes to build a house on a property that is not desirable for crop production, is sloping and is partially wooded. Prior to the Zoning Ordinance amendment adopted on June 18, 2002, the owner would have been able to apply for four residential special uses on the undesirable for farming portion of a 190 acre farm based on one residence allowed per forty acres of a farm as it existed in 1974. The amended Zoning Ordinance still allows one residence per forty acres on the undesirable criteria, but only one lot can be by special use or greater than 3 acres in area. Additional residences must be on one to three acre parcels. This is the second residence on the 190 acre parcel and is larger than three acres. Building and Zoning staff had been working with the property owner of this property before the June 18, 2002 amendment was approved.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property has some slope and is in pasture. Nearby property to the north, east, and west that is currently in crop production will continue to be desirable for such use.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The property is in pasture and is not suitable for crop production.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 775 feet of frontage on the west side of 950 East Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the proposed entrance. The applicant will need to obtain an entrance permit from the White Oak Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District, provided an entrance permit is obtained from the White Oak Township Road Commissioner. The land is found to be undesirable for agricultural purposes.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

ROLL CALL VOTE UNANIMOUS - The roll call vote was seven members for the motion to recommend approval, no members opposed and Member Elble was absent.

Respectfully submitted this 1st day of April 2003, McLean County Zoning Board of Appeals

SALLY RUDOLPH
Chair

Sally Rudolph, Chair
James Finnigan
David Kinsella
Jerry Hoffman
Michael Kuritz
Tony Wheet
Dale Williamson, Alternate

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Frank Koe in case 03-18-S for a special use to allow a Planned Development in the R-2 Two Family Residential District – this will amend the Planned Development that was approved in case 02-55-S - on property which is part of Section 19, Township 24N, Range 3E of the 3rd P.M.; and is located in Towanda Township immediately northwest of the intersection of Towanda Barnes Road and Fort Jesse Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on April 1, 2003. The hearing took place in Room 322, McLean County Health Department Building, 200 West Front Street, Bloomington, Illinois and the Zoning Board of Appeals hereby reports the findings of fact and the recommendation as follows:

PHYSICAL LAYOUT – The 114 acre property is currently used for crop production. The topography of the property is relatively flat. The property drains from the northwest and southeast corners to a drainage way at the center then northeast along the drainage way. The property has 2,655 feet of frontage on the north side of Fort Jesse Road and 2,645 feet on the west side of Towanda Barnes Road.

SURROUNDING ZONING AND LAND USES –The property to the north, east and west is in the Agriculture District. The property to the south is in three districts: R-1C Residential District in the City of Bloomington, S-2 Park District in the City of Bloomington and Agriculture District in the County. The property to the north, east and west is used for crop production. The land to the south is used for crop production and single family dwellings.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is proposing to amend the Planned Development that is adjacent to the City of Bloomington. The previously approved Planned Development was approved in case number 02-55-S. The amended Planned Development has been review by the intergovernmental staff and was given a 'B' rating on their consistency review form. The 'B' rating is the second highest rating that a development can achieved on this consistency review form. The 'B' rating indicates that the development provides minimal features or acceptable alternatives and merits a favorable recommendation. The applicant is requesting to allow 346 residential lots on approximately 114 acres.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property to the north, east, and west that is currently used for crop production will continue to be

desirable for such use. The property to the south will continue to be desirable for residential and commercial uses. The proposed development will likely increase property values in the immediate vicinity and will not be injurious to the use and enjoyment of other property in the immediate area.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The amended Planned Development will be built adjacent to properties that are used for crop production and land that is developed for single family residences. Nearby land that is suitable for crop production will continue to be suitable for such use. Nearby land that is adjacent to the corporate limits of Bloomington/Normal that is suitable for crop production will also continue to be suitable for the development of residential and commercial uses.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. Public water and sewer systems will be available at this site. This property is adjacent to Towanda Barnes Road and Fort Jesse Road where adequate access will be provided. The Towanda Township Fire District will provide fire protection for the subject property. The applicant is working with a licensed Engineer to address the drainage issues associated with this property. The applicant will need to meet the County and Town of Normal drainage requirements before a final plat can be recorded. Drainage plans will be reviewed in the subdivision process. The applicant claims to have a contract with American Garbage Disposal for the removal of garbage. The snow removal will be conducted by Towanda Township. All bike trails will need to be 8 feet wide and Renaissance Drive will need to have a 60 foot Right of Way between Fort Jesse Road and Wacker Drive.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The applicant will need to acquire plat access certificates from the County Highway Department and from the City of Bloomington before a final plat can be recorded.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the R-2 Two Family Residential District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the R-2 Two Family Residential District.** This standard is met. The intent of the R-2 Two Family Residential District is to "provide for moderate density residential development, including two-family and higher density single family dwellings, in a manner which will encourage a strong residential neighborhood".

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance according to the information and testimony.

Therefore this Board recommends that a special use be approved on the property described above to allow a Planned Development in the R-2 District according to plans submitted with minor changes approved by the Director of Building and Zoning.

ROLL CALL VOTE UNANIMOUS - The roll call vote was seven members for the motion to recommend approval, no members opposed and Member Elble was absent.

Respectfully submitted this 1st day of April 2003, McLean County Zoning Board of Appeals

SALLY RUDOLPH
Chair

Sally Rudolph, Chair
James Finnigan
David Kinsella
Jerry Hoffman
Michael Kuritz
Tony Wheet
Dale Williamson, Alternate

APPROPRIATION TRANSFER ORDINANCE
AMENDING THE MCLEAN COUNTY FISCAL YEAR 2003
COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, SUCH TRANSFERS DO NOT AFFECT THE TOTAL AMOUNT APPROPRIATED IN ANY FUND, AND

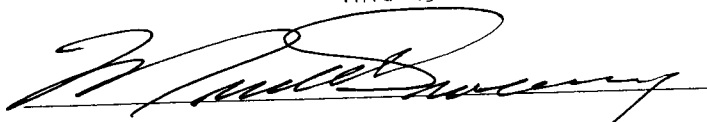
WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

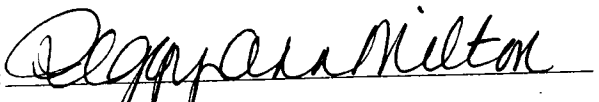
BE IT ORDAINED BY THE County Board Of McLean County, Illinois THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
<hr style="border-top: 1px dashed black;"/>					
Justice Committee					
	FUND 0452 DEPARTMENT 0030 METRO COMMUNICATION CTR.				
	PGM 0090 METRO COMMUNICATION				
0760 0001	CONTINGENT	9,514.00			
0750 0004	SOFTWARE LICENSE AGREE	29,074.00			
0743 0001	RADIO/COMMUN.EQUIP.MAINT.	22,000.00			
				0833 0002 PURCHASE/COMPUTER EQUIP.	9,514.00-
				0706 0001 CONTRACT SERVICES	51,074.00-
					<hr style="border-top: 1px dashed black;"/>
		60,588.00			60,588.00-
		<hr style="border-top: 1px dashed black;"/>			<hr style="border-top: 1px dashed black;"/>

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 15TH DAY OF APRIL , 2003


CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 
COUNTY CLERK, MCLEAN COUNTY



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

April 8, 2003

To the Honorable Chairman and Members of the McLean County Board:

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the Illinois State University Mock Trial Educator/Coach to use the Law and Justice Center courtrooms beginning on the evening of November 7, 2003, all day on Saturday, November 8, 2003, and in the morning on Sunday, November 9, 2003 as the site for the Collegiate Mock Trial Tournament.

Your PROPERTY COMMITTEE herewith further recommends that the Collegiate Mock Trial Tournament and Illinois State University reimburse McLean County in the amount of \$1,500.00 for the use of the Law and Justice Center.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLean County Board

District #1
Stan Hoselton
Don J. Cavallini

District #2
Matt Sorensen
Rick Dean

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Susie Johnson
Duane Moss

District #5
B.H. "Duffy" Bass
Sonny Rodgers

District #6
George J. Gordon
David W. Setzer

District #7
P.A. "Sue" Berglund
Bette Rackauskas

District #8
Paul R. Segobiano
Tari Renner

District #9
Adam D. Kinzinger
Cathy Ahari

District #10
Benjamin J. Owens
Bob Nuckolls

ILLINOIS STATE
UNIVERSITY



*Department of Politics and
Government*

306 Schroeder Hall
Campus Box 4600
Normal, IL 61790-4600
Telephone: (309) 438-8638
Facsimile: (309) 438-7638

John Zeunik, County Administrator
McLean County Law & Justice Center
P.O. Box 2400
Bloomington, IL 61702-2400

Dear John,

As you know, the collegiate mock trial tournament we hosted last November at the Law and Justice Center turned out to be a great success. The coaches from the 10 schools were all very complementary about the quality of the facilities, the judges, and the level of competition, and all have indicated an interest in coming back again next year.

With this in mind, I met recently with Judges Freese and Bernardi, and the President of the McLean Bar Association to discuss the possibility of hosting the tournament again in the Fall of 2003. I am pleased to report that they were all very enthusiastic and supportive. Based on some of the lessons we learned last year, I believe we can attract more schools, more attorney/judge volunteers and make the 2003 tournament an even bigger success.

I am therefore formally requesting use of the Law & Justice Center courtrooms on Friday evening, 11/7, all day Saturday, 11/8, and Sunday morning 11/9. I sincerely hope that we could use these facilities for the \$1,500 we paid in 2002. I hope we can count on your support for this project, and I look forward to hearing back from you after you have had an opportunity to consult with the County Board.

Please call if you have any questions.

A handwritten signature in black ink, appearing to read 'Tom Eimermann', followed by a long horizontal line.

Tom Eimermann
Educator Coach of the ISU Mock Trial Team

c.c. Hon. John Freese, Chief Circuit Judge
Hon. Donald Bernardi, Circuit Judge
William Scanlon, Trial Courts Administrator
Dave Owens, McLean County Sheriff
Paul Welch



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

April 8, 2003

To the Honorable Chairman and Members of the McLean County Board:

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the recommendation received from Young Architects to modify the construction plans for the first floor and mezzanine of the Government Center to add the following:

- (1) An interior glass wall (6 – 7 feet in height) that would be constructed immediately behind the mezzanine handrail;
- (2) A glass partition (4 feet in height) that will be added to the first floor office interior walls, thereby increasing the height of the first floor interior walls to 13 feet.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Hoselton
Don J. Cavallini

District #2
Matt Sorensen
Rick Dean

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Susie Johnson
Duane Moss

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Bette Rockauskas

District #8
Paul R. Segobiano
Tari Renner

District #9
Adam D. Kinzinger
Cathy Ahart

District #10
Benjamin J. Owens
Bob Nuckolls

young architects 211 prospect box 1484 bloomington, IL 61704 632-7812

April, 1 2003

To: David Wochner, PBC
Tom Hamilton, City Manager
John Zeunik, County Administrator
Brian Barnes, City Finance Dept, Director
Tim Ervin, City Finance Dept.
Tom DeJarld, Hanson Engineers.
Jack Moody, County Facilities Manager
Bob Floyd, City Facilities Manager
Kevin Cushing, Kajima.

From: Gene Asbury, Young Architects

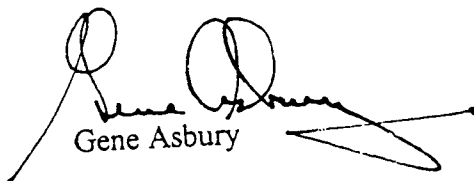
Re: Additions to the Abraham Lincoln Parking Deck
Bloomington, IL.

The first contractor's meeting was held Monday March 31st to develop procedures and schedules. The construction schedule is basically driven by the arrival date of the precast concrete which is now scheduled for the middle of June. Kajima Construction Services, the general contractor, stated that they only need about one month prior to that to begin stair construction, so are planning to start construction the middle of May.

This is a month later than originally thought for beginning of construction, however Kajima also stated that they believe they will beat the original completion schedule of October first.

The above schedule allows parking to remain in the building longer than expected and we still expect parts of the building to remain open for parking during that first month. It is also expected that the far south ground level parking can remain in use for all except the few days of removal and replacement of asphalt paving in that area.

Attached is the bar graph schedule of the precast concrete. This is only for the precast and not the general construction work. As you will see completion of the precast installation is scheduled for August 23rd, 2003.


Gene Asbury

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION OF REAPPOINTMENT OF SHARON CAMERON
AS A TRUSTEE OF THE CROPEY STREET LIGHT DISTRICT

WHEREAS, due to the expiration of term of Sharon Cameron as Trustee of the Cropsey Street Light District, it is advisable to consider a reappointment to this position; and

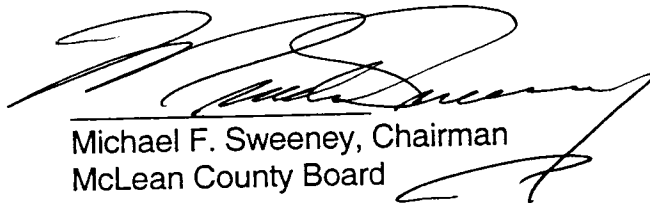
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 90, 2805/3, has the responsibility to fill the three-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Louise Reeves as a Trustee of the Cropsey Street Light District for a three-year term scheduled to expire on the first June 30, 2006 or until a successor shall have been qualified and appointed.

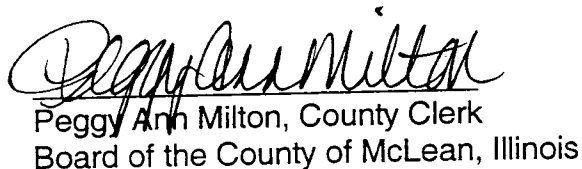
BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to Louise Reeves and John Convis, Chairman of the Cropsey Street Light District.

ADOPTED by the County Board of McLean, County, Illinois this 15th day of April, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, County Clerk
Board of the County of McLean, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION OF REAPPOINTMENT OF LOUISE REEVES
AS A TRUSTEE OF THE CLEARVIEW SANITARY DISTRICT

WHEREAS, due to the expiration of term of Louise Reeves as Trustee of the Clearview Sanitary District, it is advisable to consider a reappointment to this position; and

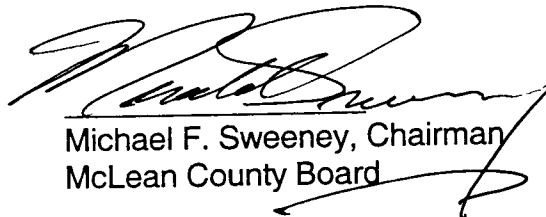
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 90, 2805/3, has the responsibility to fill the three-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Louise Reeves as a Trustee of the Clearview Sanitary District for a three-year term scheduled to expire on the first Monday in May, 2006 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to Louise Reeves and Robert Deneen, Attorney of the Clearview Sanitary District.

ADOPTED by the County Board of McLean, County, Illinois this 15h day of April, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, County Clerk
Board of the County of McLean, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF PAUL D. BROWN
AS A TRUSTEE OF THE
BLOOMINGTON-NORMAL WATER RECLAMATION DISTRICT

WHEREAS, due to the expiration of term of Paul D. Brown as a Trustee of the
Bloomington-Normal Water Reclamation District, it is advisable to consider a
reappointment to this position; and,

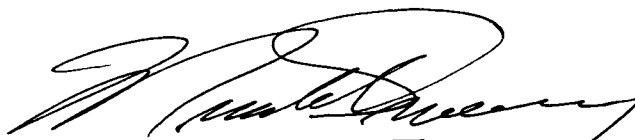
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70
Illinois Compiled Statutes, 2805/3 and 70 Illinois, has the responsibility to fill a three-year
term by appointment or reappointment, with the advice and consent of the County Board;
now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it
necessary to give its advice and consent to the reappointment of Paul D. Brown as a
Trustee of the Bloomington-Normal Water Reclamation District for a three year term
scheduled to expire on the first Monday in May, 2006 or until a successor shall have been
qualified and appointed.

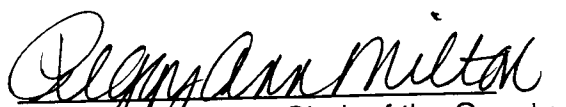
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this
resolution of reappointment to Paul D. Brown and Peter Brandt, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of April, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF DARREL OEHLER
AS A COMMISSIONER OF THE
BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT

WHEREAS, due to the expiration of term of Darrel Oehler as a Trustee of the Bloomington Township Public Water District, it is advisable to consider reappointment to this position; and,

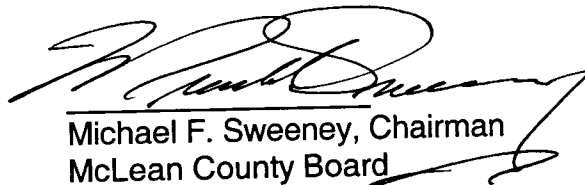
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 5/3.1, has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Darrell Oehler as a Trustee of the Bloomington Township Public Water District for a term of five years scheduled to expire on the 1st Monday in May, 2008 or until a successor shall have been qualified and appointed.

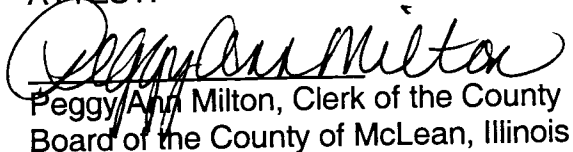
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Mr. Darrel Oehler and Mr. Dan Deneen, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of April, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS

COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF WINFORD L. MCELROY
AS A MEMBER OF THE McLEAN COUNTY BOARD OF REVIEW

WHEREAS, due to the expiration of term on June 1, 2003 of Winford L. McElroy as a member of the McLean County Board of Review, it is advisable to consider a reappointment to this position; and,

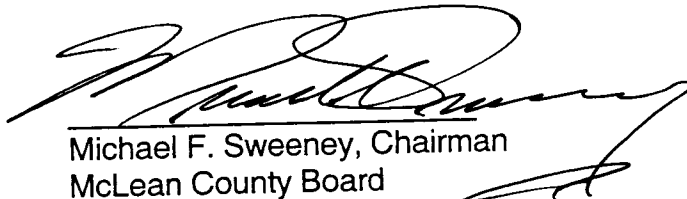
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a two-year term by appointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the reappointment of Winford L. McElroy as a member of the McLean County Board of Review for a two year term scheduled to expire on June 1, 2005 or until a successor shall have been qualified and appointed.

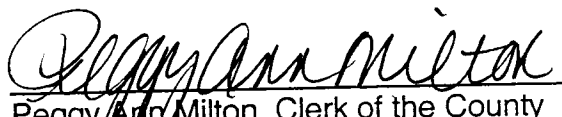
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Winford L. McElroy and the McLean County Supervisor of Assessments.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of April, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION FOR REAPPOINTMENT OF MARK HEINS
AS A TRUSTEE OF THE
CHENOA FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2003 of Mark Heins as a Trustee of the Chenoa Fire Protection District, it is advisable to consider an reappointment to this position; and,

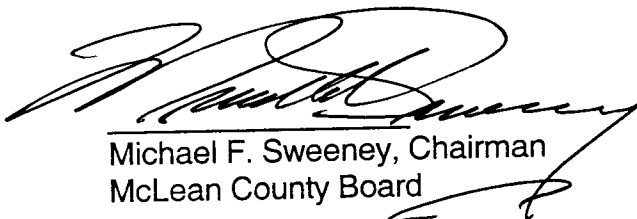
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Mark Heins as a Trustee of the Chenoa Fire Protection District for a term of three years to expire on April 30, 2006 or until a successor shall have been qualified and appointed.

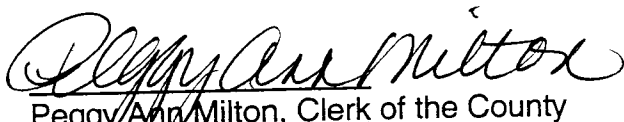
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Mark Heins and Al Freehill, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of April, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS)

COUNTY OF McLEAN)

A RESOLUTION OF APPOINTMENT OF DOUG E. HELMERS
AS A TRUSTEE OF THE
OCTAVIA FIRE PROTECTION DISTRICT

WHEREAS, due to the resignation of Trustee, Bradley Putnam, in the Octavia Fire Protection District, it is advisable to consider an appointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term to expire on April 30, 2006, by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Doug E. Helmers as a Trustee of the Octavia Fire Protection District for a term to be determined by lot at the first meeting of the board of trustees held after the initial appointment, or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to John Bradley Putnam and Tom Shields, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of April, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois
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STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION FOR APPOINTMENT OF EDWIN EADES
AS A TRUSTEE OF THE
OCTAVIA FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2003 of Gary Weber as a Trustee of the Octavia Fire Protection District, it is advisable to consider an appointment to this position; and,

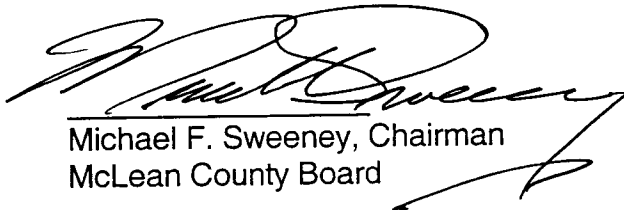
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Edwin Eades as a Trustee of the Octavia Fire Protection District for a term of three years to expire on April 30, 2006 or until a successor shall have been qualified and appointed.

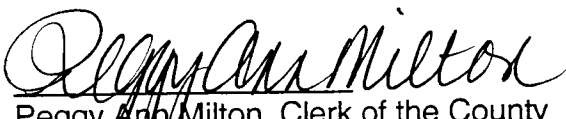
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Edwin Eades and Tom Shields, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of April, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS

COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF LAWRENCE A. HEACOCK
AS A TRUSTEE OF THE
BELLFLOWER FIRE PROTECTION DISTRICT

WHEREAS, a vacancy exists in the term of Trustee of the Bellflower Fire Protection District and it is advisable to consider an appointment to this position; and,

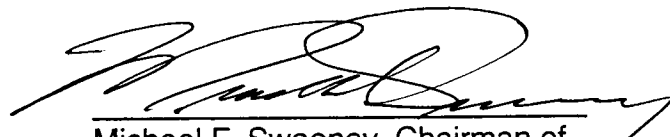
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Lawrence A. Heacock, as a Trustee of the Bellflower Fire Protection District for a term of three years to expire on April 30, 2006 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Lawrence A. Heacock and Darrell Hartweg, Attorney for the District.


ADOPTED by the County Board of McLean County, Illinois, this 15th day of April, 2003.

APPROVED:



Michael F. Sweeney, Chairman of
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS)

COUNTY OF McLEAN)

A RESOLUTION FOR APPOINTMENT OF DAVID D. DUZAN
AS A TRUSTEE OF THE
LEXINGTON FIRE PROTECTION DISTRICT

WHEREAS, due to the resignation of Leonard Kelly as a Trustee of the Lexington Fire Protection District, it is advisable to consider an appointment to this position; and,

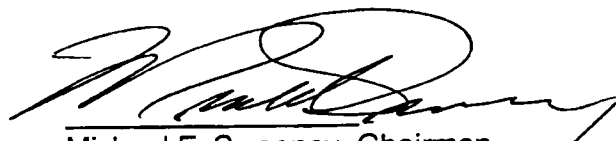
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of David D. Duzan as a Trustee of the Lexington Fire Protection District for a term of three years to expire on the 30th day in April, 2006 or until a successor shall have been qualified and appointed.

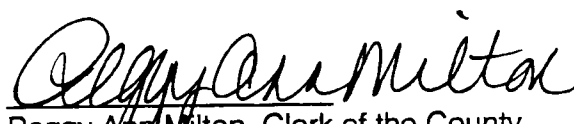
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to and Al Freehill, Attorney for the District.

Adopted by the County Board of McLean County, Illinois, this 15th day of April, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

Members Selzer/Renner moved the County Board approve the Consent Agenda as presented. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:

Member Sorensen, Vice-Chairman, stated the following: I am prepared to be Nick Laptew's assistant today. Nick is from Chiddix Junior High School. He enjoys playing hockey. Member Sorensen/Student Laptew presented the following:

Services Estimate for McLean County Law and Justice Center:

McLean County Law and Justice Center has asked BCSC to provide an estimate of services necessary to complete a Windows 2000 Server implementation. The following estimates are based off of previous experience with server migrations and using a set methodology. This will be a fixed price.

Scope determination: 1 engineer/ 1 week

\$4975

Scope will include the following:

- Summarize the current environment
- Evaluate Active Directory features
- Evaluate Corporate Business objectives
- Determining technology goals and objectives
- Determine project scope
- Determine major milestones
- Assess risks at a high level for the project

Planning: 1 engineer/ 1 week

\$4975

Steps that should be followed:

- Assemble project team and define roles
- Detail current computing environment
- Preliminary design objectives
- Identify coexistence strategies
- Establish test lab environment
- Perform risk assessment
- Define communication strategy
- Define education/training strategy
- Evaluate migration strategies: Domain migration vs. Domain restructure
- Define domain mode
- Evaluate and define how security groups will be used
- Complete decision point checklist

Total: \$9950

Work to be completed by May 31, 2003.

Payments to BCSC will be made 15 days from the invoice date. All invoices that are past due more than 30 days will incur finance charges at the rate of 1 ½ % per month.

BCSC is committed to the success of their customers and wants to resolve all questions and/or complaints no matter how large or small. The owner of BCSC has an open door policy and welcome your comments so that we may serve you better.

BCSC Account Representative: Shannon Seemal Date 4-7-03

By my signature below, I agree to all conditions outlined above and agree to this project's contract.

Client Signature: [Signature] Date 4/15/03

By my signature below, I agree to all the conditions outlined above and agree to this project's contract.

Client Signature: X [Signature] Date 4/17/03

Members Sorensen/Kinzinger moved the County Board approve a Request for Approval of Consulting Services Agreement with BCSC Technology Solutions for Windows 2000 Upgrade Analysis - Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen/Student Laptew presented the following:

STATEMENT OF WORK

(Statement of Work Agreement Number:

As Evidenced by their signatures below, both parties agree that this Statement of Work is a part of and shall be governed by the LRS Consulting Services Agreement with contract number 0105098 Terms in this Statement of Work shall have the same meaning as in the Customer Agreement.

1. Statement of Work (SOW): LRS will provide consulting services directed at assisting McLean County Law and Justice Center with the iSeries Operating System upgrade from V4R5 to V5R2. Scheduled date for this service is May 10, 2003
2. Time Period: This Statement of Work (SOW) will remain in effect until McLean County Law and Justice Center or LRS terminates the SOW in the manner outlined in the "Consulting Services Agreement" document, Section 3.0, General Terms and Conditions, or the reaching of May 31, 2003.
3. Terms of Payment: LRS will perform consulting services under the rates presented in the Assigned Employee(s) section of this SOW. Payment is due upon receipt of invoice.

4. Assigned Employees:

LRS Staff	Expertise	Hourly Rate
Mickey Montgomery and Paul Lesle	IBM Certified i-Series System Engineers	\$125.00

5. Assigned Tasks:

<ul style="list-style-type: none">• iSeries Operating System upgrade from V4R5 to V5R2
--

6. Reimbursement for Special items:
One way travel time will be billed.
Travel related expense for overnight lodging and meals.
7. Other Agreements:
None

____ McLean County Law and Justice Center

Levi, Ray & Shoup, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Members Sorensen/Berglund moved the County Board approve a Request for Approval of Consulting Services Agreement with Levi, Ray, & Schoup for AS/400 Operating System Upgrade - Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen/Student Laptew presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
IN RECOGNITION OF THE MONTH OF MAY
AS NATIONAL COMMUNITY ACTION MONTH

WHEREAS, each year the month of May is designated as National Community Action Month; and,

WHEREAS, in McLean County, Mid-Central Community Action Inc. provides a wide array of services to families, including Mayors Manor/Permanent Supportive Housing, Neville House/Countering Domestic Violence, Transitional Housing, Central Illinois Coalition for Affordable Housing, Weatherization grant funding, Emergency Services, and Senior Outreach Services; and,

WHEREAS, at the Illinois Association of Community Action Agencies Annual Meeting in Springfield, Illinois, Mid-Central Community Action will be recognized with one of the Families of Distinction awards; and,

WHEREAS, McLean County Board member Benjamin Owens serves as a member of the Mid-Central Community Action Board; and,

WHEREAS, the Executive Committee of the McLean County Board, at its regular meeting on Tuesday, April 8, 2003, recommended approval of a Resolution in Recognition of the month of May as National Community Action Month, now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

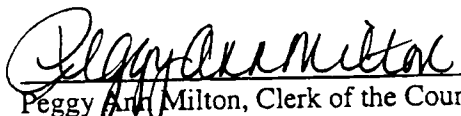
(1) The McLean County Board hereby recognizes the Month of May as National Community Action Month and further recognizes Mid-Central Community Action, Inc. for the many services provided to families in the Community.

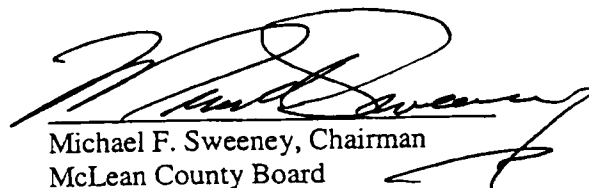
(2) The McLean County Board hereby directs that the County Clerk forward a certified copy of this Resolution to the Executive Director of Mid-Central Community Action, Inc., and the County Administrator.

ADOPTED by the McLean County Board this 15th day of April, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Rackauskas moved the County Board approve a Request for Approval of Resolution of the McLean County Board in Recognition of the Month of May as National Community Action Month. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen/Student Laptew presented the following:

RESOLUTION of the McLEAN COUNTY BOARD
DECLARING the WEEK of APRIL 6 – 12, 2003
NATIONAL COUNTY GOVERNMENT WEEK

WHEREAS, the week of April 6 – 12, 2003, has been set aside as National County Government Week, and;

WHEREAS, this year's theme for National County Government Week is "Counties Care for Kids," and;

WHEREAS, the McLean County Health Department provides medical and dental services to children and families, including offering immunizations to keep kids healthy, administering the Women, Infants, and Children nutritional program and the Family Case Management program; and,

WHEREAS, McLean County provides many programs and services that help to make the community of McLean County a healthier and safer place to live and raise families; and,

WHEREAS, McLean County government and County governments all across the nation have a history of caring and providing for children and their families; and,

WHEREAS, it is appropriate and fitting to recognize the many ways in which McLean County government cares for children and families in our community; and,

WHEREAS, it is appropriate and fitting to set aside and declare the week of April 6 – 12, 2003, as National County Government Week in McLean County; now, therefore,

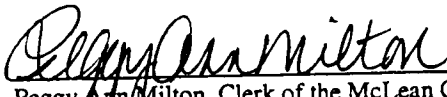
BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

- 1) The McLean County Board hereby recognizes the many programs and services that County offices and department provide to children and their families, that help to make the community of McLean County a healthier and safer place to live and raise families.
- 2) The McLean County Board hereby recognizes and declares the week of April 6 – 12, 2003, as National County Government Week in McLean County.

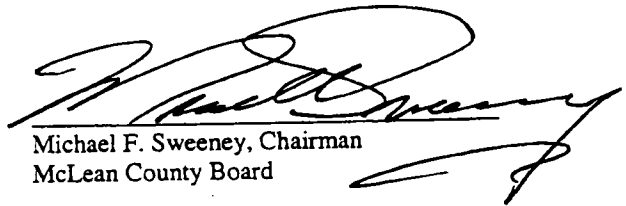
ADOPTED by the McLean County Board this 15th day of April, 2003.

ATTEST:

APPROVED:



Peggy Ann Milton, Clerk of the McLean County Board,
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Rackauskas moved the County Board approve a Request for Approval of Resolution of the McLean County Board in Recognition of the NACo County Government Week. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Mr. Laptew stated the General Report is on pages 44-71.

LAND USE AND DEVELOPMENT COMMITTEE:

Member Gordon, Chairman, stated the following: let me introduce you first to my assistant, Leah Bauersfeld. Leah is an eighth-grader at Olympia Middle School. She is interested in subjects such as Social Studies and described herself as a "big English person". She plays soccer and she has the interesting distinction not of playing four musical instruments but since Olympia, due to budget constraints, doesn't have an orchestra, Leah plays violin in the band. I will turn it over to Chairman Bauersfeld to present one item for action from this Committee. Member Gordon/Student Bauersfeld presented the following:

**RESOLUTION of the McLEAN COUNTY BOARD
APPROVING THE RECOMMENDATIONS
OF THE SOLID WASTE TECHNICAL AND POLICY COMMITTEE**

WHEREAS, the Solid Waste Technical and Policy Committee met to review the grant applications received for the Solid Waste Management Plan program; and,

WHEREAS, the Solid Waste Technical and Policy Committee recommended that the following grant application be approved for funding from the County's Solid Waste Management Fund:

- 1) Children's Discovery Museum - Not to exceed \$5,000.00 for design and cost estimate for Solid Waste Management display to be built in the future Children's Discovery Museum;
- 2) City of Bloomington Tire Amnesty Collection Program - \$10,000.00
- 3) Ecology Action Center and Town of Normal Battery Recycling Program - \$2,000.00
- 4) Stormwater Management Brochure and Display - \$1,000.00
- 5) Town of Normal Electronic Recycling Program - \$1,200.00
- 6) Grants for Municipal Recycling Programs:
 - (1) Village of Arrowsmith - \$1,000.00
 - (2) Village of Bellflower - \$1,000.00
 - (3) City of Chenoa - \$1,000.00
 - (4) Village of Colfax - \$1,000.00
 - (5) Village of Danvers - \$1,000.00
 - (6) Village of Downs - \$1,000.00
 - (7) Village of Ellsworth - \$1,000.00
 - (8) Village of Gridley - \$1,000.00
 - (9) Village of Heyworth - \$1,000.00
 - (10) Village of Hudson - \$1,000.00
 - (11) Village of Lexington - \$1,000.00
 - (12) Village of Saybrook - \$1,000.00
- 7) Grants to Elementary and Secondary Schools for "Composting in Schools Program:"
 - (1) Fairview Elementary School - \$1,000.00
 - (2) Ridgeview High School - \$1,000.00
 - (3) Olympia High School - \$1,000.00
 - (4) Normal Community High School - \$1,000.00; and,

WHEREAS, the Solid Waste Technical and Policy Committee further recommended that the Solid Waste Management Program Intergovernmental Agreement be funded from the tipping fees collected and on deposit in the County's Solid Waste Management Fund; and,

WHEREAS, the Land Use and Development Committee, at its regular meeting on April 3, 2003, recommended approval of the recommendations received from the Solid Waste Technical and Policy Committee; now, therefore,


BE IT RESOLVED by the McLean County, now meeting in regular session, as follows:

1. The McLean County Board hereby approves the following grant applications and the amounts requested for grant funds from the County's Solid Waste Management Fund:
 - 1) Children's Discovery Museum - Not to exceed \$5,000.00 for design and cost estimate for Solid Waste Management display to be built in the future Children's Discovery Museum;
 - 2) City of Bloomington Tire Amnesty Collection Program - \$10,000.00
 - 3) Ecology Action Center and Town of Normal Battery Recycling Program - \$2,000.00
 - 4) Stormwater Management Brochure and Display - \$1,000.00

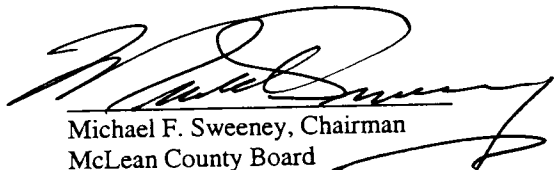
- 5) Town of Normal Electronic Recycling Program - \$1,200.00
- 6) Grants for Municipal Recycling Programs:
 - (1) Village of Arrowsmith - \$1,000.00
 - (2) Village of Bellflower - \$1,000.00
 - (3) City of Chenoa - \$1,000.00
 - (4) Village of Colfax - \$1,000.00
 - (5) Village of Danvers - \$1,000.00
 - (6) Village of Downs - \$1,000.00
 - (7) Village of Ellsworth - \$1,000.00
 - (8) Village of Gridley - \$1,000.00
 - (9) Village of Heyworth - \$1,000.00
 - (10) Village of Hudson - \$1,000.00
 - (11) Village of Lexington - \$1,000.00
 - (12) Village of Saybrook - \$1,000.00
- 7) Grants to Elementary and Secondary Schools for "Composting in Schools Program:"
 - (1) Fairview Elementary School - \$1,000.00
 - (2) Ridgeview High School - \$1,000.00
 - (3) Olympia High School - \$1,000.00
 - (4) Normal Community High School - \$1,000.00.
2. The McLean County Board hereby approves the recommendation of the Solid Waste Technical and Policy Committee that the Solid Waste Management Program Intergovernmental Agreement be funded from the tipping fees collected and on deposit in the County's Solid Waste Management Fund.
3. The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the Director of Building and Zoning, the Director of the McLean County Regional Planning Commission, and the County Administrator.

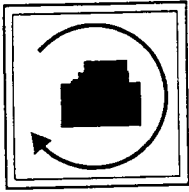
ADOPTED by the McLean County Board this 15th day of April, 2003.

ATTEST:


Peggy Ann Milton, Clerk of the McLean County Board,
McLean County, Illinois

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board



McLEAN COUNTY REGIONAL PLANNING COMMISSION

211 WEST JEFFERSON STREET • BLOOMINGTON, ILLINOIS 61701 • PHONE: 309-828-4331 • FAX: 309-827-4773 • WWW.MCPLAN.ORG

MEMORANDUM

TO: The Honorable Chairman and Members of the
Land Use and Development Committee

FROM: Lydia Reynolds, Community Planner

DATE: March 27, 2003

RE: Local Solid Waste Annual Report

On February 19, 2003, members of the McLean County Solid Waste Technical and Policy Committees met to review the grant applications for the Solid Waste Management Plan program and to discuss future use of Solid Waste Management Program funds in accordance with the policies set forth by the Illinois Environmental Protection Agency.

The Solid Waste Technical and Policy Committees now request that the Land Use and Development Committee recommend allocation of funds as set forth below.

The following programs, as noted in the approved five year update of the McLean County Solid Waste Management Plan, were approved for implementation :

- 1) Children's Discovery Museum: Approval of up to \$5,000 for design and cost estimates of a display in the future Children's Discovery Museum location.
- 2) Tire Amnesty Collection (City of Bloomington) - \$10,000
- 3) Battery Recycling (EAC and Town of Normal) - \$2,000
- 4) Stormwater Management Display and Brochures - \$1,000
- 5) Electronics Recycling (Town of Normal)- \$1,200
- 6) Rural Communities - \$1,000 grants to offset existing municipal recycling programs to the following applicants:

- The Village of Arrowsmith
- Village of Bellflower
- City of Chenoa
- Village of Colfax
- Village of Danvers
- Village of Downs
- Village of Ellsworth

Sharon A. McGinnis, Chairman v Don Fernandes, Vice Chairman v Bill Bartley v Chris Brauer v Richard Buchanan
William Mullins, Jr. v James Pearson v Richard Percy v Jim Rutherford v Janet Smith v Sue Strang

- Village of Gridley
- Village of Heyworth
- Village of Hudson
- City of Lexington
- Village of Saybrook

7) Composting Projects in Schools - \$1,000 per program. The following schools submitted applications for the Composting in Schools Program:

- Fairview Elementary
- Ridgeview High School
- Olympia High School
- Normal Community High School

Due to the school calendar, the grant application deadline will be extended until June, 2003. New applications will be reviewed, and funding for the approved Composting Programs will be made available in September, 2003.

The Committee approved utilization of the Solid Waste Management funds (tipping fees) to implement the current Solid Waste Management Program Intergovernmental Agreement that covers the time period August 1, 2001 through June 30, 2004. Reimbursement of the portion of the contract already paid will be made to McLean County Regional Planning Commission upon receipt of invoice by McLean County. As administrators of the Solid Waste Management Program contract, MCRPC will reimburse the contract participants according to the schedule set forth in the contract. For the third year of the current contract covering August 1, 2003 through June 30, 2004, MCRPC will invoice McLean County for the Solid Waste Management Program to be paid via the Solid Waste Management Program Account.

Dispersal of funds as described above is Approved by the County Board of McLean County, Illinois, this 15th day of April 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, County Clerk
McLean County, Illinois

Michael Sweeney, Chairman
McLean County Board

Members Gordon/Johnson moved the County Board approve the Request for Approval of Resolution Approving the Recommendations of the Solid Waste Technical and Policy Committee - Disbursement of Solid Waste Grant Funds. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Ms. Bauersfeld stated the General Report is located pages 76-81.

FINANCE COMMITTEE:
Member Sorensen/Student Laptew presented the following:

Commerce Bank

Corporate Resolution To Obtain Credit Card Account

COUNTY CLERK

The undersigned, Peggy Ann Milton the Secretary of
McLEAN COUNTY ("Corporation")
a government entity corporation, does hereby certify that the following
resolutions were duly and regularly passed and adopted by the Board of Directors of this Corporation, at a
meeting duly called, on the 15th day of APRIL, 2003, and such resolutions are
still in full force and effect and have not been amended or revoked.

"RESOLVED, that any one of the following:

John Zeunik

Jackie Dozier

Julie Osborn

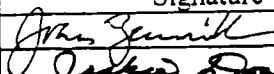
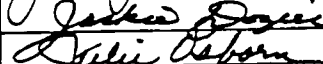
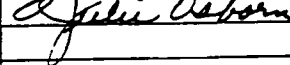
be and each hereby is authorized directed and empowered to establish credit card accounts
"(Accounts") with the Commerce Bank, N.A. (Omaha, NE.) (herein called "Commerce") and to
execute all documents to effectuate this purpose which he/she may deem necessary and proper,
including without limitation any application and agreement to open the Accounts."

"FURTHER RESOLVED, that any one of the foregoing named officers of this COUNTY Corporation may
from time to time request Commerce to issue bank cards to any person in connection with any of
the Accounts."

"FURTHER RESOLVED, Commerce is authorized to act upon these resolutions until written
notice of revocation is delivered to Commerce, and that the authority hereby granted shall apply
with equal force and effect to the successors in office of the officers named herein."

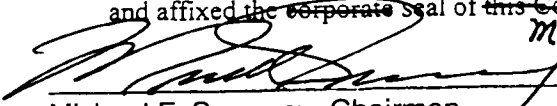
The undersigned further certifies that the specimen signatures appearing below are the signature of the
officers authorized to sign for this corporation by authority of these resolutions.

SPECIMEN SIGNATURES:

NAME (typed)	TITLE (typed)	Signature
John Zeunik	County Administrator	
Jackie Dozier	County Auditor	
Julie Osborn	Chief Deputy Auditor	

IN WITNESS WHEREOF, I have hereunto set my hand as

Secretary McLean County Clerk
and affixed the corporate seal of this Corporation this 15 day of April, 2003
McLean County


Michael F. Sweeney, Chairman
McLean County Board

SECRETARY
COUNTY CLERK

Date: 4/15/03

Members Sorensen/Owens moved the County Board approve a Request for Approval of Corporate Resolution to Obtain Credit Card – Auditor’s Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Member Hoselton asked the following: is there any limit set on this card? I see where it is only going to be handled by three people but is there a limit, dollar amount, on the card and what is the check and balance on that? Julie Osborn responded with the following: yes, there are limits on the card. Member Sorensen stated the following: this is limited two ways. There is a financial limit in terms of dollars spent and there is a limit as to how the card is to be used. Ms. Osborn stated the following: the accounts are set up with the company that has the card as to what you can use it for. The uses have to be within certain classifications such as office supplies, hotel rooms, travel, or car rental.

Member Sorensen/Student Laptew presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
AUTHORIZING THE COUNTY AUDITOR
TO OBTAIN CREDIT CARD
FOR USE BY COUNTY OFFICES AND DEPARTMENTS

WHEREAS, County offices and departments can purchase certain materials, supplies and certain services more efficiently and inexpensively over the Internet; and,

WHEREAS, County offices and departments can register for certain conferences, seminars, and workshops more efficiently and inexpensively over the Internet; and,

WHEREAS, such Internet transactions require an authorized credit card to complete the purchase or registration; and,

WHEREAS, the County Auditor has determined that a County Credit Card can be obtained by the Auditor's Office for use by any County office and department for various purchases and registrations; and,

WHEREAS, it is desirable for the County Auditor to obtain a County Credit Card that can be used by any County office and department for various purchases and registrations; now, therefore


BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

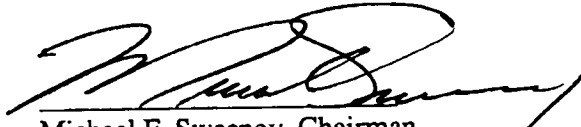
- (1) The County Auditor is hereby authorized to obtain a County Credit Card from Commerce Bank that can be used by any County office and department for various purchases and registrations over the Internet that require an authorized credit card to complete the purchase or registration.
- (2) The County Clerk is hereby directed to provide a certified copy of this Resolution to the County Auditor and the County Administrator's Office.

ADOPTED by the McLean County Board this 15th day of April, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Kinzinger moved the County Board approve a Request for Approval of Resolution Authorizing the County Auditor to Obtain Credit Card for Use by County Offices and Departments - Auditor's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen/Student Laptew presented the following:

**RESOLUTION AMENDING THE FUNDED
FULL-TIME EQUIVALENT POSITIONS RESOLUTION
FOR 2003**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 19, 2002 which became effective on January 1, 2003; and,

WHEREAS, the McLean County Treasurer has requested that the existing position of Staff Accountant position at Grade 10 be replaced with a Senior Accounting Specialist position at Grade 9; and,

WHEREAS, the County Administrator's Office has used the Public Administration Service, Inc. (PAS) Position Appraisal Method to review this request and has determined that the proposed organizational changes in the County Treasurer's Office merit the change from a Staff Accountant position at Grade 10 to a Senior Accounting Specialist position at Grade 9; and,

WHEREAS, the Finance Committee, at its meeting on April 1, 2003, recommended the approval of this change in the Full-Time Equivalent Positions Resolution for the remainder of the 2003 Fiscal Year; now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:


<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0001-0004-0004	10	0503.0105 Staff Accountant Treasurer's Office	1.00	(1.00)	0.00
0001-0004-0004	9	0503.0103 Senior Accounting Specialist Treasurer's Office	0.00	0.65	0.65

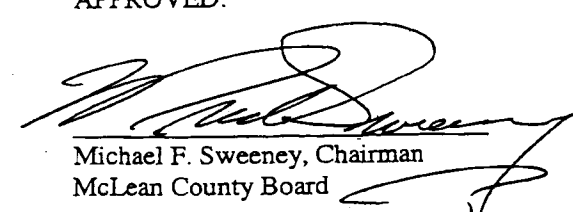
BE IT FURTHER RESOLVED by the County Board of McLean County, Illinois, now in regular session, that the County Clerk is hereby directed to provide a certified copy of this Resolution to the Director of the Nursing Home, the County Treasurer, and the County Administrator's Office.

ADOPTED by the McLean County Board this 15th day of April, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Selzer moved the County Board approve a Request for Approval of Resolution Amending the Funded Full-Time Equivalent Positions Resolution for 2003 to Replace the Staff Accountant Position (Grade 10) with a Senior Accounting Specialist (Grade 9) - Treasurer's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen/Student Laptew presented the following:

**RESOLUTION AMENDING THE FISCAL YEAR 2003
FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION
FOR THE CIRCUIT CLERK'S OFFICE**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 21, 2002 which became effective on January 1, 2003; and,

WHEREAS, the Circuit Clerk's Office has recommended that the present staffing in the Circuit Clerk's Office Civil Division be increased by one full-time equivalent position in order to process small claims case data entry in a timely manner as required by Court procedures, and

WHEREAS, the Circuit Clerk has identified other areas within the Circuit Clerk's Office where part-time and seasonal full-time equivalent positions can be reduced to offset the costs of the new position and its benefit costs, and

WHEREAS, the Finance Committee, at its meeting on April 1, 2003, recommended approval of the proposed changes in the Full-Time Equivalent Positions Resolution for the Circuit Clerk's Office; now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

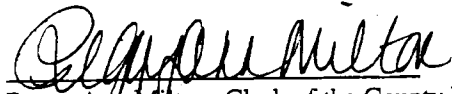
<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0001-0015-0013	04	503.0011 Office Support Specialist I - Full-time	1.00	1.00	2.00
0001-0015-0013	04	515.0011 Office Support Specialist I - Part-time	0.55	(0.55)	0.00
0001-0015-0011	0M	516.0010 Clerical Assistant - Seasonal	0.50	(0.50)	0.00

The County Clerk is hereby directed to provide a certified copy of this Resolution to the Circuit Clerk, the County Treasurer, and the County Administrator.

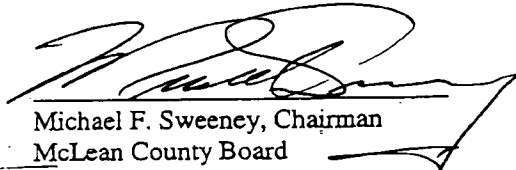
ADOPTED by the County Board of McLean County, Illinois, this 15th day of April, 2003.

ATTEST:

APPROVED:



Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Renner moved the County Board approve a Request for Approval of Resolution Amending the Fiscal Year 2003 Funded Full-Time Equivalent Positions Resolution - Circuit Clerk's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen/Student Laptew presented the following:

McLean County, Illinois

Contract Agreement For Professional GIS Services

CONTRACT AGREEMENT

BETWEEN

MCLEAN COUNTY, ILLINOIS

AND

THE SIDWELL COMPANY



FOR
PRECINCT MAP UPDATING
FOR
NORMAL TOWNSHIP

PRESENTED BY:

THE SIDWELL COMPANY
ST. CHARLES, ILLINOIS

McLean County, Illinois

Contract Agreement For Professional GIS Services

Contract Agreement

THIS AGREEMENT entered into this 15th day of April, 2003
between THE SIDWELL COMPANY, St. Charles, Illinois, hereinafter called "Sidwell," party
of the first part, and McLean County, Illinois, a government entity, hereinafter called "the
County," party of the second part, WITNESSETH:

THAT WHEREAS, The Sidwell Company is in the business of providing precinct
map updating and related Geographic Information System services for various
governmental agencies in the United States; and

WHEREAS, the County is desirous of having The Sidwell Company provide
precinct map updating and related Geographic Information System services;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter
made, the recitals of fact hereinabove set forth, and other good and valuable
consideration, the receipt of which is hereby acknowledged, the parties agree as
follows;

The Sidwell Company will perform the services and deliver the products described
in the technical workplan that follows. The project area includes all of Normal Township in
McLean County, Illinois.

McLean County, Illinois

Contract Agreement For Professional GIS Services

Scope of Services

The Sidwell Company will update the current Normal Township precinct map using existing McLean County data.

We will utilize the following data sets from McLean County:

- Street centerline shape files
- Existing precinct polygon shape files
- Parsed voter address table or spreadsheet
- County Board District shape files
- Congressional District shape files
- Representative District shape files
- Precinct Polling Places shape files

Deliverable Products and Services

- Four (4) 33" x 33" color plots of Normal Township precincts. This may be replaced by two (2) 33" x 33" and two (2) 16" x 16" color plots at the county's discretion.
- Shape files of completed precinct map.
- Four (4) hours of on-site technical assistance to work with county staff in defining new precincts (quality control will be performed by the county at that time).
- All original data used in creation of new precinct map.

Terms and Conditions

- Cartographic representation will be determined by Sidwell (with County Clerk input during onsite visit).
- Sidwell will be responsible for updating of the current GIS database. Services do not include data verification.
- Sidwell will not be responsible for creation or delivery of a data dictionary or metadata.
- Addressing will be a direct field-by-field exact match only (with one error checking stage).
- Additional services quoted to the county by Sidwell will not be provided unless authorized in writing by the county.

McLean County, Illinois
Contract Agreement For Professional GIS Services

Project Fee, Invoicing and Payment Terms

The services performed for this project will be invoiced when all services have been completed. The invoice submitted will be accompanied by supporting documentation and will be payable net 30 days. The fee for the project outlined in this agreement is as follows:

Total Project Fee **\$ 3,300.00**

This fee is based on the assumption that we will be working with current precincts, which can be modified during the on-site technical visit.

Delivery Schedule

The on-site visit will be completed within two weeks of receipt of all data and completion of the checking stage. Plotting will be completed within one week of the on-site visit.

This contract, as heretofore described, made and entered into on this 15 day of April, 2003.

THE SIDWELL COMPANY

MCLEAN COUNTY, ILLINOIS

By Timothy C. Hopkins
Timothy C. Hopkins, President

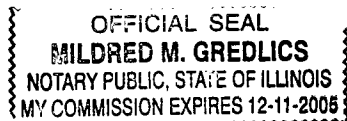
By [Signature]
Chair, McLean County Board

TIMOTHY C. HOPKINS personally appeared and signed before me as an officer and agent of said corporation this

Attest

24 day of April, 2003.

Mildred M. Gredlics
Notary



Members Sorensen/Kinzinger moved the County Board approve a Request for Approval of a Contract with Sidwell Corporation for Precinct Map Updating for Normal Township – County Clerk’s Office. Member Gordon stated the following: this is not really a question about the contract, but I just want to state for the record that I have heard from election judges in the Town of Normal that there has been some understandable frustration with precinct lines, Federal Legislative District lines, and State Legislative District Lines creating a little bit of chaos in a couple of the precincts especially in South Normal. Election judges face difficulties in trying to sort out where voters live and for which districts they were supposed to vote. I have already talked to the Normal Township Supervisor about this and have been assured that an effort is going to be made to minimize the confusion. Some of the confusion unfortunately is unavoidable given the way that the Legislative mapping went. I just wanted to indicate that I hoped this will be given as much attention as it can reasonably be given. Clerk Milton stated the following: part of the information that we are going to give to Sidwell will be the Congressional, Legislative, and County Board boundaries. Of course, it is our statutory obligation, as well as our obligation to the public, to limit divisions in the polling place. Unfortunately, as you had mentioned, there will be several that we cannot avoid because of the way the redistricting occurred and the boundaries that were drawn for Legislative, Congressional, and County Board districts but we will do everything possible to avoid that. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen/Student Laptew presented the following:

Illinois Department of Transportation

State Fiscal Year 2004

Section 5311 Non-Metro Public Transportation

Operating Assistance Grant Application
and
Intercity Bus Grant Application

Submitted By

McLean County

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Exhibit C	Proposed FY 2004 Budget (Electronic versions – see separate file)
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Exhibit E	Applicant's Certification of Intent
Exhibit F	Sample Board Resolution
Exhibit G	Sample Ordinance
Exhibit H	Standard Certifications and Assurances
Exhibit I	Non-Vehicle Capital Asset Inventory (Not available in electronic format)
Exhibit J	Vehicle Asset Inventory (Not available in electronic format)

I. Introduction

The United States Department of Transportation, Federal Transit Administration provides federal financial assistance funds for public transportation in nonurbanized areas (Section 5311 Non-Metro Public Transportation Program -- formerly Section 18). The Federal Transit Administration (FTA), on behalf of the Secretary of Transportation, apportions the funds appropriated annually to the Governor of each state for public transportation projects in nonurbanized areas. The statutory formula is based solely on the nonurbanized population of the states. Each state prepares an annual program of projects, which must provide for fair and equitable distribution of funds within the states, including Indian reservations, and must provide for maximum feasible coordination with transportation services assisted by other Federal sources. Article III of the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq., formerly Ill. Rev. Stat. ch. 111 2/3, Section. 661 et seq.) authorizes the Illinois Department of Transportation to receive and expend Section 5311 funds allotted to Illinois.

The goals of the nonurbanized formula program are: to enhance the access of people in nonurbanized areas to health care, shopping, education, employment, public services and recreation; to assist in the maintenance, development, improvement, and use of public transportation systems in rural and small urban areas; to encourage and facilitate the most efficient use of all Federal funds used to provide passenger transportation in nonurbanized areas through the coordination of programs and services; to assist in the development and support of intercity bus transportation; and to provide for the participation of private transportation providers in nonurbanized transportation to the maximum extent feasible.

Prospective applicants are advised that the Department has published administrative regulations for the Illinois Section 5311 program under Part 601 of the Illinois Department of Transportation Rules and Regulations entitled "Regulations for Public Transportation Assistance to New Programs in Nonurbanized Areas." These regulations, which prescribe procedures and requirements to be followed by applicants for Section 5311 funding, should be carefully reviewed prior to an applicant's submission of a Section 5311 Application. In order to be considered for funding, prospective grantees must submit a fully completed application (Sections I -- VIII and Section X for Rural General Public Operating Assistance and Sections IX for Intercity Bus Assistance).

To assist applicants ensure that applications packages are complete, an "Application Checklist" in this section has been provided. Applicants must complete and submit this completed checklist in their application package.

Section 5311 Non-Metro Operating Assistance Grant Application Checklist

(Must be completed and submitted with Application.)

1. ☒ Non-Metro Operating Assistance Grant Application Checklist
2. ☒ Completed Copy of Standard Form 424 (Exhibit A)
3. ☒ Operating Entity Certification (One for each operator)
4. ☒ Executed Agreement to Terms and Conditions of Special Warranty (Exhibit B)
5. ☒ Fully Completed Proposed FY 2004 Budget (Exhibit C)
6. ☒ Applicant's Certificate of Intent (Exhibit E)
7. ☒ Executed Resolution of the Governing Board (Exhibit F)
8. ☒ Executed County Ordinance to Operate a Public Transit Project (Exhibit G)
9. ☒ Executed Certifications and Assurances for Grantees (Exhibit H)
10. ☒ Executed Affirmation of Applicant's Attorney (Contained in Exhibit H)
11. ☒ Fully completed Non-Vehicle Capital Asset Inventory (Exhibit I)
12. ☒ Fully completed Vehicle Asset Inventory (Exhibit J)
13. ☒ Maps of the service area (Attachment I)
14. ☒ Copies of Material Documenting Private Sector Effort (Attachment II)
15. ☒ Grantee/Operator Organization Charts (Attachment III)
16. ☐ Indirect Costs Rate Proposal (Attachment IV)
17. ☐ Copy of Most Recent Audit (Attachment V)

Comments

All costs are direct costs. Therefore, no cost allocation plan is being submitted.

III. Description of the Project

A. Mode of Service

In the sections below, specify the service mode for each operator in the project. If you are unsure about what mode of service a particular operator provides, refer to the definitions at the end of this section. Service definitions are based on those provided in the Americans with Disabilities Act regulations (49 CFR part 37) and will determine the statutory service obligations of the grantee/operator.

Operator 1 (Check all that apply)

SHOW BUS

- ☐ Fixed route
- ☒ Demand response
- ☐ Route deviation
- ☐ Commuter routes

Operator 2 (Check all that apply)

[Type Operator Name Here]

- ☐ Fixed route
- ☐ Demand response
- ☐ Route deviation
- ☐ Commuter routes

Operator 3 (Check all that apply)

[Type Operator Name Here]

- ☐ Fixed route
- ☐ Demand response
- ☐ Route deviation
- ☐ Commuter routes

Operator 4 (Check all that apply)

[Type Operator Name Here]

- ☐ Fixed route
- ☐ Demand response
- ☐ Route deviation
- ☐ Commuter routes

Definitions:

Fixed route system means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule.

Demand responsive system means any system of transporting individuals, including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including but not limited to specified public transportation service, which is not a fixed route system.

Route deviation system means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule where the system permits user-initiated deviations of vehicles from the prescribed routes.

Commuter bus service means fixed route bus service, characterized by service predominantly in one direction during peak periods, limited stops, use of multi-ride tickets, and routes of extended length, usually between the central business district and outlying suburbs. Commuter bus service may also include other service, characterized by a limited route structure, limited stops, and a coordinated relationship to another mode of transportation.

B. System Service Area

1. Core Service Area

In the space below, please identify the geographic area that is to be served by this Section 5311 grant. The core service area is defined as the geographic area in which Section 5311 service is provided by this grant, as supported by the grantees Board Resolution and any Intergovernmental Agreements with other governmental entities. The service area does not include areas served through incidental services such as charter services or extended commuter routes.

County Served	Square Mileage	Population
Ford	468	14,241
Iroquois	1,120	31,334
Livingston	1,043	39,678
McLean (rural area only)	1,184	40,249

If existing maps are available, that show the dimensions of the geographic service area, please attach to the application. If no existing maps are available, please draw a reasonable representation of the service area that clearly shows geographic limits of the service area. Please indicate on the map the street or road names where service is provided. The map does not need to be an exact or official representation; rather, it is mainly intended to convey the project service area. Include this information as Attachment I to the application.

2. Services Provided Outside the Core Service Area

Since the goal of Section 5311 is to enhance access of people living in nonurbanized areas to activities, Section 5311 projects may include transportation to and from urbanized areas or provide services to other destinations that extend beyond the core service. In this section, list the extended services operated outside the core service area. Examples of such routes would be regularly or periodic shopping trips to an urban center, services provided to regional medical facilities under a contract to a human service agency, or similar service.

In the table below, list or describe the services provided by the project that meet the criterion above for periodic or regularly scheduled services provided outside the core service area. **Note: Do not include charter services in this section. Services provided to destinations located outside Illinois should be addressed in Section III.B.3.**

Example:

Extended Service Provided

Frequency

Shopping Trip to Springfield

Every 3rd Tuesday

Extended Service Provided	Frequency
Iroquois County to Kankakee (service mainly to dialysis unit located in Kankakee)	Three times a week
Iroquois County to Champaign (service restricted to medical)	Every Tuesday
Ford County to Champaign (service primarily medical)	2 nd and 4 th Monday

Note: Use additional pages if necessary.

3. Services Provided to Out-of-State Destinations

The services provided by a Section 5311 project may include destinations across a state line. Operators of interstate service are required to register with the Federal Motor Carrier Safety Administration (FMCSA). Projects that provide service to out-of-state destinations on a regular, periodic, or even an infrequent basis must notify IDOT for additional guidance.

Each project must complete this section of the application. You must check one of the following boxes:

- ☐ This project operates regular or special transit service to out-of-state destinations on a regular, periodic, or infrequent basis.
- ☒ This project never operates regular or special service to out-of-state destinations.

C. Proposed Service Levels

1. Passenger Trips

In this section, project the total number of passenger trips to be provided under the project by all operators of public transportation services. For purposes of completing this section, "Trip" is defined as a one-way trip by a transit vehicle in revenue service starting at one point of a route and ending at another point. A round trip is counted as two separate trips. Transfers (if applicable), are counted separately and should not be reported here.

Projected number of total system (all operators) passenger trips: 32,000

If there is more than one operator of public transit services under the project, provide the number of projected total passenger trips by operator. In completing this table, IDOT notes that operators may be engaged in other, non-public transit services that are not eligible for reimbursement under the project. Operators should identify total passenger trips and trips to be operated in public transit service in accordance with the project service plan:

Operator	Total Number of Passenger Trips Provided by Operator
SHOW BUS	32,000

2. Vehicle Miles

In this section, project the total number of vehicle miles to be provided under the project by all operators of public transportation services:

Projected number of total system (all operators) vehicle miles : 250,000

If there is more than one operator of public transit services under the project, provide the number of projected total vehicle miles by operator. In completing this table, IDOT notes that operators may be engaged in other, non-public transit services that are not eligible for reimbursement under the project. Operators should identify total mileage and mileage to be operated in public transit service in accordance with the project service plan:

Operator	Total Number of Vehicle Miles Provided by Operator
SHOW BUS	250,000

3. Intercity Bus Service

Intercity bus service miles (estimated) 50,000

4. Charter Services

Charter Service means transportation using buses or vans, or facilities funded by the Federal Transit Administration of a group of persons who pursuant to a common purpose, under a single contract, at a fixed charge (in accordance with the carrier's tariff) for the vehicle or service, have acquired the exclusive use of the vehicle or service to travel together under an itinerary either specified in advance or modified after having left the place of origin.

FTA grantees are prohibited from using federally funded equipment and facilities to provide charter service except on an incidental basis and when one or more of the seven (7) exemptions set forth in 49 CFR Section 604.9 (b) apply.

- ♦ A Section 5311 grantee/operator may provide incidental charter service if it determines, on an annual basis, that there are no private charter operators willing and able to provide the service. An annual public

participation process, including publication of a notice that describes the charter services proposed by the grantee/operator, is required before charter services can be performed. If no willing and able private charter operators exist, the grantee/operator can provide charter service for that year.

- ◆ A Section 5311 grantee/operator may provide FTA equipment or services to a private charter operator to satisfy a capacity need or a need for accessible service. In this instance, the grantee/operator must enter into a written agreement with the private charter operator, not the charter customer.
- ◆ A Section 5311 grantee/operator may provide incidental charter service directly to the customer if the service offered by willing and able private charter operators would create a financial hardship on the customer. Hardships may be caused by state required minimum durations or deadheading charges when the distance between the charter origin and the local of the private operator is significant. Service under this exception may be approved by the FTA Regional Administrator and the grantee/operator must provide notice of the request to all private operators at least 30 days in advance of the charter service.
- ◆ A Section 5311 grantee/operator may petition the FTA Regional Administrator provide incidental charter service directly to the customer for special events. The petition must be submitted 90 days prior to the event.
- ◆ A Section 5311 grantee/operator may execute a contract to provide incidental charter service directly to a government entity or private nonprofit organization that is exempt from taxation if one or more of the following conditions apply:
 - A significant number of disabled persons will be passengers on the charter trip;
 - The entity is a qualified social service agency; or
 - The entity receives or is eligible to receive directly or indirectly from a state or local government welfare assistance funds for purposes whose implementation may require transportation.

When this exception applies, the grantee/operator must obtain a certification from the entity attesting to the fact that one or more of the above conditions apply. A list of Federal funds under this third condition can be found in Appendix A of 49 CFR part 604.

- ◆ A Section 5311 grantee/operator may execute a contract to provide incidental charter service directly to a government entity or private nonprofit organization after obtaining a certificate similar to above.
- ◆ A Section 5311 grantee/operator may execute a contract to provide incidental charter service directly to a charter customer if it has executed a formal agreement with all private charter operators determined to be willing and able to provide service.

Even if the service meets the exceptions noted above, the charter service still must be considered "incidental." Incidental charter service which does not interfere with or detract from the provision of public transportation service or shorten the life of equipment or facilities. Charter services must recover its fully allocated costs, as deficits from allowable incidental charter service are not an eligible operating expense under the Section 5311 program.

Each project must complete this section of the application. You must check one of the following boxes:

- ☒ **This project will not provide charter service during FY 2004.**
- ☐ **This project intends to provide charter service during FY 2004 and will certify that it will only do so within the allowable exceptions provided above when using FTA/IDOT funded equipment and facilities.**

If the second box is checked, the grantee/operator must provide IDOT with its fully allocated cost methodology (NOTE: this is not the grantee's/operator's indirect cost rate proposal, but a separate methodology to allocate costs to specific services). Contact IDOT for procedures on how to develop a fully allocated cost methodology.

If the project has a method to fully allocate its service costs, describe the methods used below

Not applicable

IV. Service Operators

A. Identification of Operators

Please identify the agency or agencies that will be directly providing and operating the service proposed in this application and the Target Service Groups to be served. If the applicant will be the operator of the service, so indicate. If more than one transit operator will be involved in the provision of the proposed services, indicate which **portion of the service** and/or **which portion of the service area** each operator will handle. Also, please describe the method that is to be used to coordinate service between operators to guarantee all target service groups are accommodated, as well as the marketing plan proposed for use to ensure that all target service groups (including the general public) will be made aware of the transit service.

Notes: Operator is the name of the entity providing service; Target Service Group(s) is the specific target group (60+, disabled, general public, etc.) If more space is needed, please attach additional pages.

Operator	Target Service Group	Service Area
SHOW BUS	General Public	Four Counties

B. Service Coordination Methods

If you identify more than one service provider in Section IV.A, then the applicant should describe, in detail, how service delivery will be coordinated among operators. Applicants should be prepared to address such issues as coordination of reservation capability, coordination of service delivery, elimination of duplication of service provision among providers, and methods that a project is marketed to the general public as a "system," rather than service provided by individual providers.

Not applicable

C. Operating Entity Certification

For each proposed operator(s) please provide a fully completed and executed copy of the following (this document should be completed and signed by the operator, if different from the grantee/applicant):

Robert O. Bertsche hereby certifies that
(Name of Authorized Official)

Meadows Mennonite Retirement Community, d/b/a SHOW BUS is organized as :
(Name of Operator Agency)

(Check one)

- | | |
|--|---|
| <input type="checkbox"/> An individual | <input type="checkbox"/> a partnership |
| <input checked="" type="checkbox"/> A private non-profit | <input type="checkbox"/> a private for-profit |
| <input type="checkbox"/> A municipal corporation | <input type="checkbox"/> other |

[Click here and type other explanation]

And that Meadows Mennonite Retirement Community, d/b/a SHOW BUS's
(Name of operator)

Federal Employer's Identification Number

is 37-7091831.

Robert O. Bertsche
Officer or Official Signature

CEO, Meadows Mennonite Retirement Community
Title

4/7/03
Date

D. Grantee Contact Person

Please list the Grantee's contact person responsible for project and financial oversight:

Name: Michael Behary

Title: Grant Project Manager for McLean County

Phone: 309-888-5160

Fax Number: 309-888-5768

E-Mail: mbehary@McLean.gov

E. Operator Contact Person(s)

Please list the Operator's contact person(s) responsible for project and financial management:

Operator	Contact Name	Title	Phone	E-Mail
SHOW BUS	Laura Dick	Director	309-747-2454	<u>showbus@zncdcom</u> <u>.net</u>

F. Lower Tier Relationship Between Grantee and Operator

There are two circumstances when a grantee can enter into a lower tier relationship with a third party to deliver Section 5311 services. First, a grantee follows either state (under the common rule) or Federal procedures outlined in FTA Circular 4220.1D to competitively secure the services of a contractor (using micro purchase, small purchase, Invitation for Bid (IFB), or Request For Proposal procedures (RFP)) to deliver all or some component of Section 5311 services. Second, a state may elect to grant Section 5311 funds to a subrecipient through an intermediary subrecipient, a practice expressly permitted pursuant to FTA Circular 9040.1E, Chapter IV, paragraph 3. FTA uses the example of a state that might pass funds to a nonprofit organization through a local public body. FTA notes that this type of arrangement is not a third party contract.

In the section below, identify the procurement method used for the selection of operator(s) (check only one for each operator):

- ☐ Not applicable, grantee is the operator
- ☒ Pass Through Operator (Nonprofit corporations only).
- ☐ Qualifications-based proposal (RFQ)
- ☐ Performance-based proposal (RFP)
- ☐ Low Bid proposal (IFB)
- ☐ Negotiated Bid (Requires IDOT Concurrence)
- ☐ Sole Source
- ☐ Other (please describe:)

G. Operator Managerial and Technical Capacity

If the grantee is not the operator, please describe the methods employed by the applicant to ensure that the selected operator(s) has the requisite fiscal, managerial and financial capability to provide and or manage the proposed service as required by state and federal regulations and funding agreements:

The SHOW BUS budget, requisitions, financial statements and audits are reviewed by the Grantee Project Manager. The internal auditor for McLean County also reviews the requisitions.

H. Contractor Service Monitoring Methodology

Please describe any planned and regularly scheduled monitoring methods to be employed by the applicant to ensure compliance with service delivery and contract(s) compliance:

The Grantee Project Manager makes periodic inspections and conducts interviews with the SHOW BUS Director. The internal auditor for McLean County also inspects equipment used by SHOW BUS.

V. Other Transportation Services

FTA encourages IDOT to work with their counterparts at state human service agencies, to participate with other states in regional initiatives, and to assist local recipients and subrecipients of Sections 5307, 5310, or 5311 funds to participate in coordinated systems at the local level, along with recipients of funds from the programs of DHHS and other Federal and state programs. Section 5311, RTAP, and Federal transportation planning funds provided to the state may be used in various ways to support eligible activities related to the development and administration of coordinated activities at the state and local level.

The FTA program circular for the Section 5311 program requires that a project application describe how FTA assisted services are or will be coordinated with social service agencies and private transportation providers in the service area. Additionally, TEA-21 includes a new requirement for local governmental agencies and nonprofit organizations that receive assistance from Federal sources other than the FTA for non-emergency transportation services. To the extent feasible these agencies are now required to participate and coordinate with recipients of assistance from FTA in the design and delivery of transportation services. They must be included in the planning for those services.

In developing an annual program of projects, IDOT is obligated to ensure that a fair and equitable distribution of funds of Section 5311 funds has been achieved within the states, including Indian reservations, and that projects must provide for maximum feasible coordination with transportation services assisted by other Federal sources.

In this section, applicants must identify other passenger transportation services (e.g., service provided by other than the operators who will provide service under the project) available in the service area, both public and private.

A. Coordination with Other Human Service Agencies and Programs

In this section, provide a general narrative of coordination activity by the project with other entities that receive Federal assistance that may also provide passenger transportation.

SHOW BUS participates in McLean County's Transportation Advisory Council which meets monthly and includes representatives from the following entities, some of which may receive Federal assistance for passenger transportation: Bloomington-Normal Public Transit System, Community Advocacy Network, Illinois Department of Human Services, LIFE-CIL, McLean County Regional Planning Commission, McLean County Chamber of Commerce, United Workforce Development Board, Work/Welfare and Families and YWCA. The council explores transportation needs, emphasizing coordination of services and review of any transportation gaps.

SHOW BUS also participates in the United Way of McLean County's Executive Council, which is made up of executives from twenty-seven area social service agencies, some of which may receive Federal assistance for passenger assistance. **SHOW BUS**

also meets with the Livingston County Advisory Council, an organization made up of representatives from Livingston County social service agencies.

SHOW BUS also participates in transportation related organizations that encompass areas wider than the four county service area. They include the East Central Illinois Area Agency on Aging, the Illinois Public Transit Association and the Campaign to Build Illinois Transit, a project of Citizen Action/Illinois.

B. Effort to Involve the Private Sector in Public Transit Service Delivery

Section 5323(a)(1) of the Federal Mass Transit Act of 1964, as amended, requires that FTA funded projects "to the maximum extent feasible" provide for "the participation of private mass transportation companies." While FTA no longer prescribes a particular private sector participation process, the basic requirement still stands.

Describe the project's efforts to involve the private sector below.

Please see the attached list and letters sent out.

Attach copies of requests for proposals, letters, meeting minutes, comments received and proceedings held relating to these requirements as Attachment II to the application.

VI. Labor Protection

A. Special Warranty

For almost all Federal transit programs involving transit operations, including the Section 5311 program, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance. The Department of Labor (DOL) is responsible under Federal law for the administration of Section 5333(b).

There is a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program. DOL and DOT agreed upon a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979.

Before undertaking a project, the applicant for Section 5311 funding (or a legally responsible entity designated by the state) must agree in writing to the Special Warranty. IDOT is responsible for assuring that each grantee has a currently valid signed Special Warranty and for certifying this to DOL for each grant.

The text of the Special Warranty is included in Exhibit B. An acceptance certification form is included in this section. Please note that each grantee or operator must also post the Special Warranty where affected employees may see it.

The executed "Acceptance of the Special Warranty" form must be included as Exhibit B to the application.

B. Labor Organizations in the Service Area

The Special Warranty also requires that IDOT "provide to DOL and maintain at all times an accurate, up-to-date listing of all existing transportation providers which are eligible recipients of transportation assistance funded by the project, in the transportation service area of the project, and any labor organizations representing the employees of such providers."

Union Name and Local Number
Amalgamated Transit Union

Transit Organization Represented
Bloomington-Normal Public Transit System

VII. LOCAL PLANNING EFFORTS

A. Planning Efforts to Support this Application

Describe what role, if any, local planning activities/initiatives played in the development of the proposed FY04 Section 5311 program. Also, what general area development plans, if any, were used in the development of this program. (Example: county comprehensive plans, ridership surveys, technical studies, etc.)

SHOW BUS is included in McLean County's TIP annually. As indicated above, SHOW BUS participates in various transportation related organizations. The McLean County Transportation Advisory Council attempts to analyze local transportation systems and needs.

Since 2001, SHOW BUS has participated in the Administration on Aging's Model State Performance Outcomes Measurement System Project and will continue to participate in 2003. This project studies client satisfaction and needs over a broad spectrum of services. SHOW BUS, as a participant, receives an annual report that summarizes client comments and requests for services. The results of the project have become part of the planning strategy for SHOW BUS.

B. Planning Efforts in the Last Five (5) Years

Describe your planning efforts over the past 5 years.

Please see above. In addition, SHOW BUS has maintained working relationships with various county boards and township, village and city officials in the four county area.

C. Ridership and Service Demand Surveys

Describe what surveys of potential riders were conducted in an effort to determine the general travel needs of the service area population. How many people were surveyed? How have the findings of the surveys been used in developing the routing and scheduling of the proposed transit program? Please summarize.

In 2002, as part of the above mentioned Administration on Aging's Model State Performance Outcomes Measurement System Project, over 100 in depth surveys were mailed to SHOW BUS Riders. Comments from those surveys have been included in SHOW BUS planning efforts.

VIII. Project Cost and Revenue Proposal

A. Program Cost Comparison

For each proposed operator involved in the project, please provide the information requested below.

Note: Programmed Services are all of the operator's services provided on a regular basis including transportation. Annual Program Budget is the total amount budgeted for the listed program. Percentage of Total Budget is the percentage of the operator's Total Programmed Services budget represented by the listed program. Attach additional pages if necessary. Include all programmed service: transportation, nutrition, training, etc.

Operator's Proposed Program Budget Activity Report: FY 2004

Programmed Services	Annual Program Budget	Percent (%) of Total Program Budget
Transportation	542,540.00	100%

Total Operator Expenditures	<u>\$ 542,540.00</u>	100%
------------------------------------	-----------------------------	-------------

B. Operator Organization and Level of Human Resource Effort

In this section, provide a description of the level of effort that will be provided by each operator providing service in the project. List the staff positions, by job title, in the following table. List both personnel whose time will be charged to the project, either as a direct or indirect expense by typing "Direct" or "Indirect" in the second column. Also list if the position will be charged to the Administrative category ("Admin") or the Operating category ("Op"). Finally, list the approximate or estimated number of staff, expressed in terms of Full-Time Equivalents (FTEs) in the last column.

Submit one table for each operator.

Operator's Proposed Transportation Employee Utilization: FY 2004

Operator: SHOW BUS

Job Title	Direct or Indirect Staff Position	Administration or Operating? (Admin or Op)	Estimated Full-Time Equivalents (FTEs)
Director	Direct	Admin	1
Office Mgr./Bookkeeper	Direct	Admin	.5
Clerical	Direct	Admin	1
Dispatch	Direct	Op	.5
Drivers	Direct	Op	7.5

For each operator, submit with this application an organization chart showing all functional divisions of the entity with a detailed organizational breakdown of the transportation unit as Attachment III.

C. Project Revenue

Detail all non-IDOT contracts, grants and non-passenger donations (including in-kind) to be used in the provision of Section 5311 Transportation Service: (attach additional pages if necessary)

Note: All program contract income from for-profit agencies must be recorded as Section 5311 program revenue and not used as local match.

Contract or Revenue Source	Total Contract Amount	Expected Revenue for the Section 5311 Program
Agency Contracts	\$120,000.00	\$120,000.00
Local Government	\$30,000.00	\$30,000.00
United Way, Contributed Cash	\$68,360.00	\$68,360.00
TOTALS	\$218,360.00	\$218,360.00

D. Fare Structure

Please describe your proposed fare structure by passenger category, (e.g., adult, senior, disabled, student, child or other) and include or attach a copy of fare structure. Please make note of any multi-ride pass books, tickets etc. and the associated costs to purchase by consumers.

Passenger Category	Base Fare	Multi Ride Discount
Senior	\$5-12+ RT (all counties but Iroquois)	None
(A portion of senior amount is reported to Area Agency on Aging vs IDOT in Ford, Livingston and McLean Counties, and the fare is not mandatory)		
Adult	\$5-12+RT (all counties but Iroquois)	None
Adult	\$3.60-15 RT Iroquois County	None
Child	Sliding Scale	None

E. Proposed FY 2004 Budget Instructions – Exhibit C

All applicants must complete the following Proposed FY 2004 Budget detailed in Exhibit C. If the project uses multiple operators, a separate budget form must be submitted for each operator and labeled accordingly. A cumulative Proposed Budget should then be compiled and included with this application.

5311 program. For most systems, many of the listed accounts will not be applicable. However, its use provides for a full range of cost reporting and budgeting options for Section 5311 applicants. Also, the diversity of organizations (e.g., public entity, mass transit districts, private nonprofit corporations, etc.) requires a Standardized Chart of Accounts in order to meet reporting and system comparison requirements.

IDOT funds **net project operating expenses** and **project administration** under the Section 5311 program.

Operating expenses are considered those costs directly related to system operations. At a minimum, the following items must be considered operating expenses: fuel, oil, drivers' salaries and fringe benefits, dispatcher salaries and fringe benefits, and licenses.

The Federal (Section 5311) share for net operating expenses may not exceed 50 percent. **Net operating expenses** are those expenses that remain after operating revenues are subtracted from eligible operating expenses. At a minimum, operating revenues must include farebox revenues. Farebox revenues include fares paid by riders who are later reimbursed by a human service agency, or other user-side subsidy arrangements, but do not include payments made directly to the transit provider by human service agencies.

Project **administrative expenses** incurred by a grantee/operator are treated as a separate cost category from operating expenses. This allows administrative expenses to be considered "non-operating" expenses, which may be funded up to the 80 percent Federal share. This practice is consistent with congressional intent that smaller communities be given greater flexibility in matching requirements than larger cities.

Eligible project administrative costs may include, but are not limited to, general administrative expenses such as salaries of the project director, secretary, and bookkeeper; marketing expenses; insurance premiums or payments to a self-insurance reserve; office supplies; facilities and equipment rental; standard overhead rates; and the costs of administering drug and alcohol testing.

The Proposed Program Budget must reflect all revenues and expenses anticipated for FY 2004 regardless of the Grantee's Section 5311 allocation. Additionally, Total Revenues must equal Total Expenses for this Proposed FY 2004 Budget. Once accepted by the Department, the Grantee's approved FY 2004 Section 5311 Budget may only be revised through the budget revision process outlined in the Grantee's FY 2004 Section 5311 operating assistance contract.

F. Indirect Cost Proposal

IDOT specifically allows indirect costs consistent with State and Federal policy. In order for grantees and operators to claim indirect costs, they must meet the following:

- Indirect costs are allowable only to the extent they conform to grantees certified indirect cost allocation plans.
- Grantees and/or operators may utilize the services of the independent CPA to prepare indirect cost proposals; however, this will no longer be a program requirement.
- Indirect cost proposals must be certified by the submitting entity.
- Proposals will normally be submitted with the grant application.
- In FY 2004, IDOT will approve a "predetermined" indirect cost rate based on past audited data that will not be subject to adjustment. In FY 2002, IDOT approved "provisional" rates that were subject to adjustment to a "final" rate following the grantee's or operator's own independent audit. In order to simplify the process, IDOT will now only approve a single rate, to be used on quarterly requisitions until the grantee and/or operator completes another audit and computes a new indirect cost rate proposal for submission and approval by IDOT.
- IDOT will not require the submittal of documentation for claims for indirect expenses if the grantee/operator has an IDOT approved indirect cost rate.

Grantees and operators that are units of local government transit districts, or nonprofit organizations that wish to claim indirect costs are encouraged to submit indirect cost proposals prepared in accordance with these guidelines.

Definition of Costs

Direct costs are those expenses incurred by the grantee or operator that are directly related and strictly benefit only the Section 5311 program. Such expenses are totally allocable to the Section 5311 program.

OMB Circular A-87 makes it clear that there are no universal rules for classifying costs as direct or indirect under every governmental accounting system. The essential difference is the degree of ease with which a cost can be readily assigned to a particular cost objective with a high degree of accuracy. Such readily assigned costs are **direct costs**.

Indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective or program and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved.

Organizations whose sole purpose is the provision of rural public transit will not have indirect costs; all costs incurred would be directly attributable to the Section 5311 program. Other grantees, such as units of local governments, or operators such as a council on aging, perform multiple functions and would likely incur indirect expenses associated with public transportation service delivery.

There is one key rule that grantees and operators should take into account when preparing cost allocation proposals. A cost may not be allocated to the Section 5311 program as an **indirect cost** if any other cost incurred for the same purpose, in like circumstances, has been assigned to another Federal award as a **direct cost**.

Costs must be accorded equal treatment under all of the organization's Federal awards.

Indirect costs are normally charged to Federal awards by the use of an **indirect cost rate**. A separate indirect cost rate(s) is usually necessary for each department or agency of the governmental unit claiming indirect costs under Federal awards. Guidelines and illustrations of indirect cost proposals are provided in a brochure published by the Department of Health and Human Services entitled, "*A Guide for State and Local Government Agencies: Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government.*"

Applicable Credits. Applicable credits are reduction of expenditures that offset or reduce the expenses items that are attributable to Section 5311 program as either direct or indirect costs. Examples of such credits include purchase discounts, rebates, or allowances.

Applicability

This guidance applies to all Section 5311 grantees and operators who are either:

- (1) eligible recipients; or
- (2) Receive funds from an otherwise eligible recipient of funds through a pass-through arrangement.

This policy does not apply to operators selected by the grantee through formal competitive procurements or any private, for-profit operator. Grantees that utilize private, for profit operators, consistent with the procurement requirements of the Section 5311 program, must secure these services through competitive means. This typically would mean a formal Invitation for Bids (IFB) or Request for Proposal (RFP). IDOT recommends that grantees adopt unit pricing strategies (e.g., cost per trip, cost per mile, cost per hour) under these contracts rather than utilizing cost reimbursement type contracts.

Additionally, some projects do not receive sufficient Section 5311 funds to cover the operator's direct costs incurred in the Section 5311 program. In those cases, IDOT will pay only direct costs; IDOT will not require nor review/approve an indirect cost rate proposal from an organization that can draw down all Section 5311 project funds in direct costs.

PLEASE TRANSMIT, WITH THE COMPLETED APPLICATION, ALL INDIRECT COST RATE PROPOSALS, FOLLOWING THE FORM PRESCRIBED BY IDOT, FOR ALL LISTED OPERATORS WHO WISH TO CLAIM INDIRECT COSTS. A COPY OF THE MOST RECENT AUDIT, ON WHICH INDIRECT COST RATE COMPUTATIONS ARE BASED, MUST ALSO BE SUBMITTED. INCLUDE THE INDIRECT COST RATE PROPOSAL AS ATTACHMENT IV TO THE GRANT PROPOSAL. IDOT ALSO REQUIRES A COPY OF THE MOST RECENT AUDIT ON WHICH THE INDIRECT COST RATE COMPUTATIONS ARE BASED. SUBMIT THE AUDIT AS ATTACHMENT V TO THE GRANT APPLICATION.

IX. Intercity Bus Operating Assistance Requests

A. Project Description

☒ Existing Component

☐ Expanded

☐ New

Detailed Description of Proposed Intercity Bus Service. For existing service the applicant must submit a printed schedule or timetable for intercity bus service. (Attach additional pages if necessary)

Please see the attached schedule.

B. Geographical Service Area

Please provide a description of the geographical areas to be served by the intercity bus project (attach additional pages if necessary):

Please refer to the attached schedule.

C. Project Justification

Please provide the project justification for this intercity bus project (attach additional pages if necessary).

Other than the service provided by SHOW BUS, there are no other public transportation systems offering service between the above destinations. In most instances, people are traveling to destinations offering medical or shopping opportunities not available in the smaller cities.

D. Proposed Intercity Bus Project Operating Assistance Budget

Use the following budget format for Proposed Intercity Bus Operating Assistance requests.

Preparers of this application are advised to consult the IDOT 5310/5311 Grant Management Manual for further guidance on this section.

Attachment to Page 29

Detailed Description of Proposed Intercity Bus Service. For existing service, the applicant must submit a printed schedule or timetable for intercity bus service.

SHOW BUS will provide intercity bus service to passengers of all ages according to the following schedule. Passengers will be picked up at a central community location or at their homes. They may access the service by calling 800-525-2454.

FORD COUNTY

Tuesday

9:30 Gibson City to Paxton

11:00 Paxton to Gibson City

1:45 Gibson City to Paxton

3:15 Paxton to Gibson City

LIVINGSTON COUNTY

Monday

9:15 Fairbury to Bloomington/Normal

3:15 Bloomington/Normal to Fairbury

Wednesday

8:30 Dwight to Bloomington/Normal

2:30 Bloomington/Normal to Dwight

Friday

9:00 Pontiac to Bloomington/Normal

3:15 Bloomington/Normal to Pontiac

MCLEAN COUNTY

Tuesday

9:30 LeRoy to Bloomington/Normal

2:30 Bloomington/Normal to LeRoy

IROQUOIS COUNTY

Every Monday, Wednesday and Friday

8:15 Watseka to Kankakee

3:15 Kankakee to Watseka

Estimated Intercity Bus Project Financing

FY 2004 Mileage Share Calculation

A.	Projected Total Section 5311 Program Mileage	<u>D250,000</u>
B.	Projected Total Intercity Bus Mileage	<u>E50,000</u>
C.	Percentage Intercity Bus (D divided by E)	<u>F20%</u>
G.	Total Section 5311 Operating Assistance (50% max of deficit)	<u>\$ 118,000</u>
H.	Intercity Bus Operating Component (F x G)	<u>\$23,600</u>
I.	Total Section 5311 Adm. Assistance(80% of cost maximum)	<u>\$165,180</u>
J.	Intercity Bus Administrative Component (F x I)	<u>\$33,036</u>
K.	Total Local Share (total non FTA/IDOT funds)	<u>\$259,360</u>
L.	Total Intercity Bus Component (H + J)	<u>\$56,636</u>
M.	Total Non Intercity Bus (G+I-L)	<u>\$226,544</u>
	Total Program Cost (K+ L+ M)	<u>\$542,540</u>

X. Forms, Certifications and Assurances

A. Applicant's Certification of Intent

All applicants must complete and submit the Certification of Intent form, contained in Exhibit E.

B. Board Resolution

Each public body submitting a grant application to the Illinois Department of Transportation under the Section 5311 program must pass a resolution by the governing board authorizing the filing of the application. A sample resolution is contained in Exhibit F.

C. Sample Ordinance

Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the (county or counties) limits. Each applicant for Section 5311 funds will require that each county in the service area pass an ordinance authorizing the project. A sample ordinance is contained in Exhibit G.

D. Standard FTA Assurances and Certifications

As a condition of receipt of Federal financial assistance, all applicants (both grantees and operators) must agree to all terms and conditions imposed by the Federal Transit Administration based on all applicable laws, regulations, and Executive Orders. A copy of the applicable terms and conditions, along with a certification, is contained in Exhibit H. This certification must be submitted by all grantees and operators.

XI. Compiling the Application

After all elements of the application are complete, the Applicant can print out a paper copy of the applicant for submission to IDOT. **On the standard toolbar, a button entitled "Normal.NewMacros.Print5311" should be seen on the right side of the toolbar (this may vary depending upon your toolbar options). Clicking this button will automatically initiate the print command** (Note: Not all sections of the application will be printed (e.g., the Chart of Accounts definitions will not be printed), only those that require submission to IDOT).

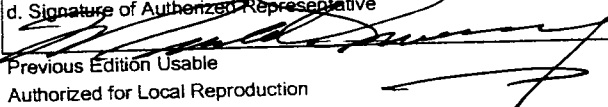
Ensure that all certifications and assurances are complete and fully executed. Attach additional materials, as necessary to the printed applications, based on instructions provided elsewhere in the application. Five (5) attachments may be necessary to support documentation contained in this application, as follows:

- Attachment I – Maps of the service area (or other printed material that will help describe the project.
- Attachment II – Copies of minutes, letters, RFPs, and other documentation that describe the applicant's efforts to involve the private sector in the project.
- Attachment III – Organization charts for each operator.
- Attachment IV – Indirect cost rate proposal
- Attachment V – Copy of the most recent audit for the period corresponding to the indirect cost rate proposal (applicable only to those projects that submit indirect cost rate proposals)

Exhibit A

Standard Form 424

APPLICATION FOR
FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		2. DATE SUBMITTED April 15, 2003		Applicant Identifier																													
		3. DATE RECEIVED BY STATE		State Application Identifier																													
		4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier																													
5. APPLICANT INFORMATION Legal Name: McLean County Address (give city, county, State, and zip code): McLean County Law & Justice Center 104 W Front, Bloomington, IL 61702				Organizational Unit: Name and telephone number of person to be contacted on matters involving this application (give area code): Mike Behary 309-888-5160																													
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 37-6001569				7. TYPE OF APPLICANT: (enter appropriate letter in box) <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District </div> <div style="width: 45%;"> H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) _____ </div> </div> <input checked="" type="checkbox"/> B																													
8. TYPE OF APPLICATION: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) <input type="checkbox"/> <input type="checkbox"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other(specify): _____				9. NAME OF FEDERAL AGENCY: Federal Transit Administration																													
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: Section 5311 20-509 TITLE: Operating Assistance Program				11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Public transportation operating assistance grant program for the non-urbanized areas of the State of Illinois and a grant for the Rural Public Transportation Assistance Program.																													
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Non-urbanized counties & cities in the downstate Illinois area.																																	
13. PROPOSED PROJECT																																	
Start Date: 7-1-03 Ending Date: 6-30-04		14. CONGRESSIONAL DISTRICTS OF: a. Applicant: Johnson b. Project: Johnson																															
15. ESTIMATED FUNDING: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">a. Federal</td> <td style="width: 10%;">\$</td> <td style="width: 40%;">283,180</td> <td style="width: 10%;">00</td> </tr> <tr> <td>b. Applicant</td> <td>\$</td> <td></td> <td>00</td> </tr> <tr> <td>c. State</td> <td>\$</td> <td></td> <td>00</td> </tr> <tr> <td>d. Local</td> <td>\$</td> <td>218,360</td> <td>00</td> </tr> <tr> <td>e. Other</td> <td>\$</td> <td></td> <td>00</td> </tr> <tr> <td>f. Program Income</td> <td>\$</td> <td>41,000</td> <td>00</td> </tr> <tr> <td>g. TOTAL</td> <td>\$</td> <td>542,540</td> <td>00</td> </tr> </table>						a. Federal	\$	283,180	00	b. Applicant	\$		00	c. State	\$		00	d. Local	\$	218,360	00	e. Other	\$		00	f. Program Income	\$	41,000	00	g. TOTAL	\$	542,540	00
a. Federal	\$	283,180	00																														
b. Applicant	\$		00																														
c. State	\$		00																														
d. Local	\$	218,360	00																														
e. Other	\$		00																														
f. Program Income	\$	41,000	00																														
g. TOTAL	\$	542,540	00																														
17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes," attach an explanation. <input checked="" type="checkbox"/> No																																	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.																																	
a. Type Name of Authorized Representative Michael Sweeney		b. Title Chairman McLean County Board		c. Telephone Number 309-888-5110																													
d. Signature of Authorized Representative 				e. Date Signed																													

Previous Edition Usable

Authorized for Local Reproduction

Standard Form 424 (Rev. 7-97)
Prescribed by OMB Circular A-102

Exhibit B

**SPECIAL SECTION 5333(b) WARRANTY FOR
APPLICATION TO THE
SMALL URBAN AND RURAL PROGRAM**

Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF MCLEAN COUNTY:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, McLean County hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the McLean County Board on the _____ day of _____, 2003.
Officer or Official of Applicant


Signature of Authorized Official

McLean County Board Chairman
Title

Date

SPECIAL SECTION 5333(b) WARRANTY FOR APPLICATION TO THE SMALL URBAN AND RURAL PROGRAM

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under 49 U.S.C. Section 5311:

A. General application

The Public Body ("McLean County") agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project ("Recipient"), and the transportation related employees of any other surface public transportation providers in the transportation service area of the Project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 5311 funding in the absence of a finding of non-compliance by the Department of Labor.

B. Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient and any other legally responsible party designated by the Public Body to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service or operation assisted by Federal funds, but shall include any changes, whether organizational, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement. An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of the Model agreement or applicable provisions of substitute comparable arrangements.

(2) (a) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect.

(2) (b) The Recipient or legally responsible party shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Recipient's employment available to be filled by such affected employees.

(2) (c) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees negotiations for the purposes of reaching agreement with respect to the applications of the terms and conditions of this arrangement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this warranty. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

(3) For the purpose of providing the statutory required protections including those specifically mandated by 49 U.S.C. Section 5333(b)1, the public Body will assure as a condition of the release of funds that the Recipient agrees to be bound by the terms and conditions of the National (Model) Section 5333(b) Agreement executed July 23, 1975, identified below2, provided that other comparable arrangements may be substituted therefor, if approved by the Secretary of Labor and certified for inclusion in these conditions.

(4) Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this arrangement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them. In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of either the Recipient or other party legally responsible for the application of these conditions to prove that factors other than the Project affected the employees. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee.

(5) The Recipient or other legally responsible party designated by the Public Body will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements, or the union representative of such employee, may file claim of violation of these arrangements with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the

Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.

(6) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this arrangement be deemed a waiver of any rights or any union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(7) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, he shall be granted priority of employment or reemployment to fill any vacant position within the control of the Recipient for which he is, or by training or retraining within a reasonable period, can become qualified. In the event training or retraining is required by such employment or reemployment, the Recipient or other legally responsible party designated by the Public Body shall provide or provide for such training or retraining at no cost to the employee.

(8) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under 49 U.S.C. Chapter 53 and has agreed to comply with the provisions of 49 U.S.C. Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these arrangements and to the proper determination of any claims arising thereunder.

(9) Any labor organization which is the collective bargaining representative of employees covered by these arrangements, may become a party to these arrangements by serving written notice of its desire to do so upon the Recipient and the Department of Labor. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these arrangements, as applied to the Project, the dispute as to whether such organization shall participate shall be determined by the Secretary of Labor.

(10) In the event the Project is approved for assistance under 49 U.S.C. Chapter 53, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

C. Waiver

As part of the grant approval process, either the Recipient or other legally responsible party designated by the Public Body may in writing seek from the Secretary of Labor a waiver of the statutory required protections. The Secretary will waive these protections in cases, where at the time of the requested waiver, the Secretary determines that there are no employees of the Recipient or of any other surface public transportation providers in the

transportation service area who could be potentially affected by the Project. A 30-day notice of proposed waiver will be given by the Department of Labor and in the absence of timely objection, the waiver will become final at the end of the 30-day notice period. In the event of timely objection, the Department of Labor will review the matter and determine whether a waiver shall be granted. In the absence of waiver, these protections shall apply to the Project.

1 Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise; (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employments which shall in no event provide benefits less than those established pursuant to 49 U.S.C. Section 11347 [the codified citation of Section 5(2)(f) of the Act of February 4, 1887 (24 Stat. 379), as amended]. Return to original reference point.

2 For purposes of this warranty agreement, paragraphs (1); (2); (5); (15); (22); (23); (24); (26); (27); (28); and (29) of the Model Section 5333(b) Agreement, executed July 23, 1975 are to be omitted.

Exhibit C

Proposed FY 2004 Budget

FINANCIAL DATA
PROPOSED FY 2004 BUDGET

REVENUES

Item	Description	AGENCY	SECTION 5311	PROJECT INCOME	LOCAL MATCH
		TOTAL (ALL TRANSIT)	TOTAL BUDGETED	(Proposed)	(Proposed)
401.01	Full Adult Fare	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
401.02	Senior Citizen Fares	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	
401.03	Student Fares				
401.04	Child Fares				
401.05	Disabled Rider Fares				
401.06	Parking Lot Fares				
401.99	Other Rider Fares				
402.00	Special Transit Fares	\$ 120,000.00	\$ 120,000.00		\$ 120,000.00
403.00	School Bus Service				
404.00	Freight Tariffs				
405.00	Charter Service Revenues				
406.00	Auxiliary Revenues				
407.01	Sales of Maintenance Service				
407.02	Rental of Revenue Vehicles				
407.03	Rental of Buildings & Property				
407.99	Other Non-transportation Revenue				
408.00	Taxes Levied by Transit System				
409.00	Local Cash Grants	\$ 30,000.00	\$ 30,000.00		\$ 30,000.00
410.01	Local Disabled Fare Assistance				
410.02	Local Senior Fare Assistance				
410.03	Local Student Fare Assistance				
410.99	Other Local Special Fare Assistance				
411.00	State Cash Grants				
412.00	State Special Fare Assistance				
413.00	Federal Cash Grants (Section 18)	\$ 283,180.00	\$ 283,180.00		
414.00	Interest Income				
430.01	Contributed Services - Allowable				
430.03	Contributed Services - Unallowable				
430.04	Contra Account for 430.03				
431.00	Contributed Cash	\$ 68,360.00	\$ 68,360.00		\$ 68,360.00
440.00	Subsidy From Other Sources				
		AGENCY	SECTION 5311	PROJECT INCOME	LOCAL MATCH
		TOTAL	TOTAL	(Proposed)	(Proposed)
		(ALL TRANSIT)	BUDGETED		
(Exclude grey areas from total)		\$ 259,360.00	\$ 259,360.00	\$ 41,000.00	\$ 218,360.00
TOTAL REVENUE 401 - 440					

**PROPOSED FY 2004 BUDGET
EXPENSES**

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
LABOR					
501.01	Operator's Salaries & Wages	\$ 132,300.00	\$ 132,300.00		\$ 132,300.00
501.02	Training Salaries & Wages				\$ 11,000.00
501.03	Dispatcher's Salaries & Wages	\$ 11,000.00	\$ 11,000.00		
501.04	Administrative Salaries & Wages	\$ 88,200.00	\$ 88,200.00	\$ 88,200.00	
501.99	Other Salaries & Wages				\$ 143,300.00
	TOTAL	<u>\$ 231,500.00</u>	<u>\$ 231,500.00</u>	<u>\$ 88,200.00</u>	<u>\$ 143,300.00</u>
FRINGE BENEFITS					
502.01	FICA	\$ 19,000.00	\$ 19,000.00	\$ 7,000.00	\$ 12,000.00
502.02	Pensions & Long Term Disability	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00
502.03	Health Insurance	\$ 19,000.00	\$ 19,000.00	\$ 9,500.00	\$ 9,500.00
502.04	Dental Plans				\$ 450.00
502.05	Life Insurance	\$ 1,350.00	\$ 1,350.00	\$ 900.00	
502.06	Short Term Disability				
502.07	Unemployment Insurance				\$ 15,000.00
502.08	Worker's Compensation	\$ 15,420.00	\$ 15,420.00	\$ 420.00	\$ 500.00
502.09	Sick Leave	\$ 1,000.00	\$ 1,000.00	\$ 500.00	
502.10	Holiday				\$ 12,000.00
502.11	Vacation	\$ 24,000.00	\$ 24,000.00	\$ 12,000.00	
502.12	Other Paid Absence				\$ 2,000.00
502.13	Uniform Allowance	\$ 2,000.00	\$ 2,000.00		\$ 2,500.00
502.99	Other Fringe Benefits	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 55,950.00
	TOTAL	<u>\$ 89,770.00</u>	<u>\$ 89,770.00</u>	<u>\$ 33,820.00</u>	<u>\$ 55,950.00</u>
SERVICES					
503.01	Management Services				
503.02	Advertising Services	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
503.03	Professional & Technical Services	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	
503.04	Temporary Services	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
503.05	Contract Maintenance	\$ 30,200.00	\$ 30,200.00	\$ 1,200.00	\$ 29,000.00
503.06	Custodial Services				
503.07	Security Services				\$ 6,500.00
503.99	Other Services	\$ 6,500.00	\$ 6,500.00		\$ 37,500.00
	TOTAL	<u>\$ 67,200.00</u>	<u>\$ 67,200.00</u>	<u>\$ 29,700.00</u>	<u>\$ 37,500.00</u>

PROPOSED FY 2004 BUDGET (Continued)
EXPENSES

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
MATERIALS & SUPPLIES					
504.01	Fuel & Lubricants Consumed	\$ 45,000.00	\$ 45,000.00		\$ 45,000.00
504.02	Tires & Tubes Consumed	\$ 4,000.00	\$ 4,000.00		\$ 4,000.00
504.03	Inventory Purchases	\$ 7,700.00	\$ 7,700.00	\$ 5,700.00	\$ 2,000.00
504.99	Other Materials & Supplies	\$ 800.00	\$ 800.00	\$ 400.00	\$ 400.00
	TOTAL	\$ 57,500.00	\$ 57,500.00	\$ 6,100.00	\$ 51,400.00
UTILITIES					
505.02	Telephone	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	
505.99	Other, i.e. Natural Gas, Electric, etc.	\$ 800.00	\$ 800.00		\$ 800.00
	TOTAL	\$ 8,800.00	\$ 8,800.00	\$ 8,000.00	\$ 800.00
CASUALTY & LIABILITY					
506.01	Physical Damage Insurance	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	
506.03	Liability & Property Insurance	\$ 34,000.00	\$ 34,000.00	\$ 34,000.00	
506.04	Uninsured Settlements				
506.05	Provisions for Uninsured Settlements				
506.06	Recoveries of Settlements				
506.08	Other Corporate Insurance				
506.99	Other Insurance				
	TOTAL	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	
TAXES					
507.00	TOTAL	\$ 350.00	\$ 350.00	\$ 350.00	
PURCHASED TRANSPORTATION					
508.00	TOTAL				
MISCELLANEOUS					
509.01	Dues & Subscriptions	\$ 770.00	\$ 770.00	\$ 770.00	
509.02	Travel & Meetings	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00	
509.03	Bridge, Tunnel, & Highway Tolls				
509.04	Entertainment Expense				
509.05	Charitable Donations				
509.06	Fines & Penalties				
509.07	Bad Debt Expense				
509.08	Advertising/Promotion Media	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	
	TOTAL (Excluding Grey Areas)	\$ 5,420.00	\$ 5,420.00	\$ 5,420.00	

EXPENSES

(Exclude grey areas from total)

Exhibit E

Applicant's Certification of Intent

Applicant's Certification Of Intent

Applicant: McLean County

Address: McLean County Law and Justice Center

104 West Front Street, POBox 2400

Bloomington, IL 61702-2400

<u>Michael Behary</u>	<u>Grantee Project Manager</u>	<u>309-888-5160</u>
Contact Person	Title	Telephone

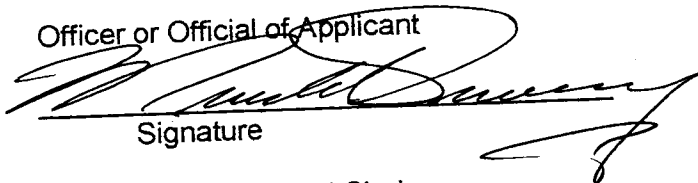
309-888-5768
Fax Number

mbehary@Mclean.gov
E-Mail Address

The applicant hereby applies to the State of Illinois through the Illinois Department of Transportation, Division of Public Transportation for grants under Article III of the Downstate Public Transportation Act for operating and administrative assistance for public transportation service.

I hereby certify that I have reviewed this application including all attachments and information, and have found it to be true and correct.

Officer or Official of Applicant


Signature

McLean County Board Chairman
Title

4/15/03
Date

Exhibit F

Board Resolution

McLean County Board Resolution

NO. _____

Resolution authorizing application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991.

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, Section 5311 of the Federal Transit Act of 1991, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 of the Federal Transit Act of 1964, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE MCLEAN COUNTY BOARD:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1991, for the purpose of off-setting a portion of the Public Transportation Program operating deficits of McLean County.

Section 2. That while participating in said operating assistance program McLean County will provide all required local matching funds.

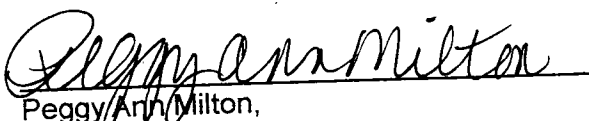
Section 3. That the Board Chairman of McLean County is hereby authorized and directed to execute and file on behalf of McLean County such application.

Section 4. That the Board Chairman of McLean County is authorized to furnish such additional information as may be required by the Division of Public Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the Board Chairman of McLean County is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation.

ADOPTED by the County Board of McLean County, Illinois, this 15 day of April, 2003

ATTEST:


Peggy Ann Milton,
County Clerk
McLean County, Illinois

APPROVED:

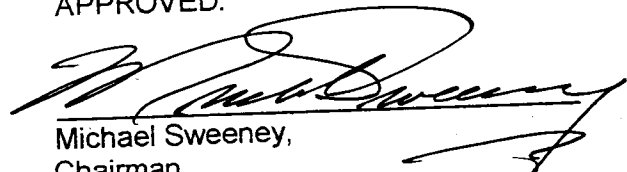

Michael Sweeney,
Chairman
McLean County Board

Exhibit G

Ordinance

Ordinance

ORDINANCE NO. _____
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN MCLEAN COUNTY, ILLINOIS

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, McLean County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the (county or counties) limits:

NOW, THEREFORE, BE IT ORDAINED by the President and the County Board of McLean County that:

Section 1. McLean County shall hereby provide public transportation within the (county or counties) limits.

Section 2. The County Clerk of the County of McLean shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.


Section 4. That the Chairman of the Board of McLean County is hereby authorized and directed to execute and file on behalf of McLean County a Grant Application to the Illinois Department of Transportation.

Section 5. That the Chairman of the Board of McLean County is hereby authorized and directed to execute and file on behalf of McLean County all required Grant Agreements with the Illinois Department of Transportation.


ADOPTED by the County Board of McLean County on the 15 day of April, 2003

ATTEST:

APPROVED:



Peggy Ann Milton,
County Clerk
McLean County, Illinois



Michael Sweeney,
Chairman
McLean County Board

Exhibit H

FTA Standard Certifications and Assurances

FEDERAL FY 2004 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE

Name of Applicant: McLean County

The Applicant agrees to comply with applicable requirements of Categories 1 - 16. (The Applicant may make this selection in lieu of individual selections below.)

OR

The Applicant agrees to comply with the applicable requirements of the following Categories it has selected (Note: IDOT Section 5311 Projects Must Select Items (1) through (11) and (15)).

- | | | |
|------|---|-------------------------------------|
| (1) | Certifications and Assurances Required of Each Applicant | <input checked="" type="checkbox"/> |
| (2) | Lobbying Certification | <input checked="" type="checkbox"/> |
| (3) | Certification Pertaining to Effects on Private Mass Transportation Companies | <input checked="" type="checkbox"/> |
| (4) | Public Hearing Certification for a Project with Substantial Impacts | <input checked="" type="checkbox"/> |
| (5) | Certification for the Purchase of Rolling Stock | <input checked="" type="checkbox"/> |
| (6) | Bus Testing Certification | <input checked="" type="checkbox"/> |
| (7) | Charter Service Agreement | <input checked="" type="checkbox"/> |
| (8) | School Transportation Agreement | <input checked="" type="checkbox"/> |
| (9) | Certification for Demand Responsive Service | <input checked="" type="checkbox"/> |
| (10) | Prevention of Alcohol Misuse and Prohibited Drug Use Certification | <input checked="" type="checkbox"/> |
| (11) | Certification Required for Interest and Other Financing Costs | <input checked="" type="checkbox"/> |
| (12) | Intelligent Transportation Systems Program Assurance | <input type="checkbox"/> |
| (13) | Certifications and Assurances for the Urbanized Area Formula Program, the Job Access and Reverse Commute Program, and the Clean Fuels Formula Program | <input type="checkbox"/> |
| (14) | Certifications and Assurances for the Elderly and Persons with Disabilities Program | <input type="checkbox"/> |
| (15) | Certifications and Assurances for the Nonurbanized Area Formula Program | <input checked="" type="checkbox"/> |
| (16) | Certifications and Assurances for the State Infrastructure Bank (SIB) Program | <input type="checkbox"/> |

FEDERAL FISCAL YEAR 2004 FTA CERTIFICATIONS AND ASSURANCES

(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)

Name of Applicant: McLean County

Name and Relationship of Authorized Representative:

Michael Sweeney, McLean County Board Chairman

BY SIGNING BELOW I, Michael Sweeney, on behalf of the Applicant, declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes, regulations, executive orders, and administrative guidance required for each application it makes to the Illinois Department of Transportation for Federal Transit Administration (FTA) in Federal Fiscal Year 2004.

FTA intends that the certifications and assurances the Applicant selects on page 1 of this document, as representative of the certifications and assurances in Appendix A, should apply, as required, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2004.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq., as implemented by U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to IDOT/FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with the Nonurbanized Area Formula Program, 49 U.S.C. 5311, and may apply to any other certification, assurance, or submission made in connection with any other program administered by FTA.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature



Date:

4/5/03

Name Michael Sweeney
Authorized Representative of Applicant

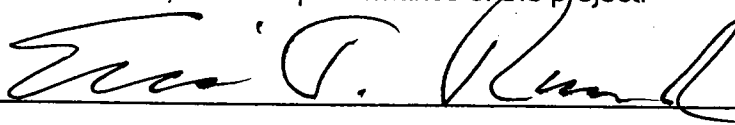
AFFIRMATION OF APPLICANT'S ATTORNEY

for McLean County

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

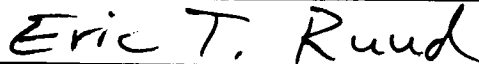
I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature _____



Date: _____

Name _____



Applicant's Attorney

Each Applicant for FTA financial assistance (except 49 U.S.C. 5312(b) assistance) and each FTA Grantee with an active capital or formula project must provide an Attorney's affirmation of the Applicant's legal capacity.

1. FTA Standard Assurances

A. Authority of Applicant and Its Representative

The authorized representative of the Applicant and attorney who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under state and local law and the by-laws or internal rules of the Applicant organization to:

- (1) Execute and file the application for Federal assistance on behalf of the Applicant;
- (2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant; and
- (3) Execute grant agreements and cooperative agreements with FTA on behalf of the Applicant.

B. Standard Assurances

The Applicant assures that it will comply with all applicable Federal statutes, regulations, executive orders, FTA circulars, and other Federal administrative requirements in carrying out any project supported by the FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FTA. The Applicant recognizes that Federal laws, regulations, policies, and administrative practices might be modified from time to time and they may affect the implementation of the project. The Applicant agrees that the most recent Federal requirements will apply to the project, unless FTA issues a written determination otherwise.

C. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions

As required by U.S. DOT regulations on Governmentwide Debarment and Suspension (Nonprocurement) at 49 CFR 29.510:

- (1) The Applicant (Primary Participant) certifies, to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not, within a three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, state, or local) terminated for cause or default.

- (2) The Applicant also certifies that, if it later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to FTA.
- (3) If the Applicant (Primary Participant) is unable to certify to all statements in paragraphs (1) and (2) of this certification, it shall indicate so in its applications, or in the transmittal letter or message accompanying its annual certifications and assurances, and provide a written explanation to FTA.

D. Drug-Free Workplace Agreement

As required by U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 CFR part 29, Subpart F, and as modified by 41 U.S.C. 702, the Applicant agrees that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against its employees for violation of that prohibition;
- (2) Establishing an ongoing drug-free awareness program to inform its employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) Its policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon its employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each of its employees to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (1) of this certification;
- (4) Notifying each of its employees in the statement required by paragraph (1) of this certification that, as a condition of employment financed with Federal assistance provided by the grant or cooperative agreement, the employee will be required to:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer (Applicant) in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after that conviction;
- (5) Notifying FTA in writing, within ten (10) calendar days after receiving notice required by paragraph (4)(b) above from an employee or otherwise receiving actual notice of that conviction. The Applicant, as employer of any convicted employee, must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working. Notice shall include the identification number(s) of each affected grant or cooperative agreement;
- (6) Taking one of the following actions within thirty (30) calendar days of receiving notice under paragraph (4)(b) of this agreement with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against that employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring that employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency; and

- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) of this agreement. The Applicant agrees to maintain a list identifying its headquarters location and each workplace it maintains in which project activities supported by FTA are conducted, and make that list readily accessible to FTA.

E. Intergovernmental Review Assurance

The Applicant assures that each application for Federal assistance it submits to FTA has been or will be submitted for intergovernmental review to the appropriate state and local agencies in accordance with applicable state requirements. The Applicant also assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. DOT regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17.

F. Nondiscrimination Assurance

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements of 49 CFR part 21; FTA Circular 4702.1, "Title VI Program Guidelines for Federal Transit Administration Recipients", and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA as follows:

- (1) The Applicant assures that each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) The Applicant assures that it will take appropriate action to ensure that any transferee receiving property financed with Federal assistance derived from FTA will comply with the applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21.
- (3) The Applicant assures that it will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these requirements.
- (4) The Applicant assures that it will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.
- (5) As required by 49 CFR 21.7(a)(2), the Applicant will include in each third party contract or subagreement provisions to invoke the requirements of 49 U.S.C. 5332 and 49 CFR part 21, and include provisions to invoke those requirements in deeds and instruments recording the transfer of real property, structures, improvements.

G. Disadvantaged Business Enterprise Assurance

In accordance with 49 CFR 26.13(a), the Recipient assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 CFR part 26. The Recipient assures that it shall take all necessary and reasonable steps set forth in 49 CFR part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The Recipient's DBE program, as required by 49 CFR part 26 and approved by the U.S. DOT, will be incorporated by reference and made part of the grant agreement or cooperative agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Recipient, and failure to carry out its terms shall be treated as a violation of the grant agreement or cooperative agreement. Upon notification by the Government to the Recipient of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 et seq.

H. Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq. at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

I. Procurement Compliance

The Applicant certifies that its procurements and procurement system will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1D, "Third Party Contracting Requirements," and FTA third party contracting regulations when promulgated, as well as other requirements FTA may issue. The Applicant certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

J. Certifications Required by the U.S. Office of Management and Budget (SF-424B and SF-424D)

As required by the U.S. Office of Management and Budget (OMB), the Applicant certifies that it:

- (1) Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in its application;
- (2) Will give FTA, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
- (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
- (4) Will initiate and complete the work within the applicable project time periods following receipt of FTA approval;
- (5) Will comply with all applicable Federal statutes relating to nondiscrimination, including, but not limited to:
 - (a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, which prohibits discrimination on the basis of sex;
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicaps;
 - (d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibit discrimination on the basis of age;
 - (e) The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, relating to nondiscrimination on the basis of drug abuse;
 - (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;
 - (h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing;
 - (i) Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited to section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
 - (j) The requirements of any other nondiscrimination statute(s) that may apply to the project;
- (6) Will comply, or has complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 et seq., which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal of federally-assisted programs. These requirements apply to all interests in real property

acquired for project purposes regardless of Federal participation in purchases. As required by U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," at 49 CFR 24.4, and sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, the Applicant assures that it has the requisite authority under applicable state and local law and will comply or has complied with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 et seq., and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24 including, but not limited to the following:

- (a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;
 - (b) The Applicant will provide fair and reasonable relocation payments and assistance required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations or associations displaced as a result of any project financed with FTA assistance;
 - (c) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24 and FTA procedures;
 - (d) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);
 - (e) The Applicant will carry out the relocation process in such a manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;
 - (f) In acquiring real property, the Applicant will be guided to the greatest extent practicable under state law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;
 - (g) The Applicant will pay or reimburse property owners for necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will participate in the Applicant's eligible costs of providing payments for those expenses as required by 42 U.S.C. 4631;
 - (h) The Applicant will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and
 - (i) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments thereto, relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;
- (7) To the extent applicable, will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 276a through 276a(7), the Copeland Act, as amended, 18 U.S.C. 874 and 40 U.S.C. 276c, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 327 through 333, regarding labor standards for federally-assisted subagreements;
- (8) To the extent applicable, will comply with flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), requiring recipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;

- (9) Will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801, which prohibits the use of lead-based paint in construction or rehabilitation of residence structures;
- (10) Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from the awarding agency;
- (11) Will record the Federal interest in the title of real property in accordance with FTA directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;
- (12) Will comply with FTA requirements concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with FTA assistance. As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with FTA assistance, it will obtain a certificate of compliance with 49 CFR part 41 seismic design and construction requirements;
- (13) Will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with FTA assistance to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by FTA or the state;
- (14) Will comply with environmental standards that may be prescribed to implement the following Federal laws and executive orders:
 - (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 et seq. and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note;
 - (b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;
 - (c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note;
 - (d) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 U.S.C. 4321 note;
 - (e) Assurance of project consistency with the approved state management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 et seq.;
 - (f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 et seq.;
 - (g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300h et seq.;
 - (h) Protection of endangered species under the Endangered Species Act of 1973, as amended, Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 et seq.;
 - and
 - (i) Environmental protections for Federal transit programs, including, but not limited to protections for a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance or any land from a historic site of national, state, or local significance used in a transit project as required by 49 U.S.C. 303;
 - (j) Will comply with the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 et seq. relating to protecting components of the national wild and scenic rivers systems; and
 - (k) Will assist FTA in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f, Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note, and the

Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469a-1 et seq.;

- (15) To the extent applicable, will comply with provisions of the Hatch Act, 5 U.S.C. 1501 through 1508, and 7324 through 7326, which limit the political activities of state and local agencies and their officers and employees whose principal employment activities are financed in whole or part with Federal funds including a Federal loan, grant, or cooperative agreement, but pursuant to 23 U.S.C. 142(g), does not apply to a nonsupervisory employee of a transit system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act does not otherwise apply;
- (16) Will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance and DOT regulations, "Protection of Human Subjects," 49 CFR part 11;
- (17) Will comply with the Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq. pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by FTA assistance;
- (18) Will have performed the financial and compliance audits required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq. and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations and Department of Transportation provisions of OMB A-133 Compliance Supplement, March 2001"; and
- (19) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the project.

2. LOBBYING CERTIFICATION FOR AN APPLICATION EXCEEDING \$100,000

- A. As required by U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application for a Federal assistance exceeding \$100,000:
 - (1) No Federal appropriated funds have been or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress pertaining to the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and
 - (2) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including the information required by the form's instructions, which may be amended to omit such information as permitted by 31 U.S.C. 1352.
- B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. CERTIFICATION PERTAINING TO THE EFFECTS OF THE PROJECT ON PRIVATE MASS TRANSPORTATION COMPANIES

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that before it acquires property or an interest in property of a private mass transportation company or operates mass transportation equipment or a facility in competition with or in addition to transportation service provided by an existing mass transportation company it has or will have:

- A. Found that the assistance is essential to carrying out a program of projects as determined by the plans and programs of the metropolitan planning organization;
- B. Provided for the participation of private mass transportation companies to the maximum extent feasible consistent with applicable FTA requirements and policies;
- C. Paid just compensation under state or local law to a private mass transportation company for its franchises or property acquired; and
- D. Acknowledged that the assistance falls within the labor standards compliance requirements of 49 U.S.C. 5333(a) and 5333(b).

4. PUBLIC HEARING CERTIFICATION FOR A CAPITAL PROJECT THAT WILL SUBSTANTIALLY AFFECT A COMMUNITY OR ITS TRANSIT SERVICE

As required by 49 U.S.C. 5323(b), the Applicant certifies that it has, or before submitting its application, will have:

- A. Provided an adequate opportunity for a public hearing with adequate prior notice of the proposed project published in a newspaper of general circulation in the geographic area to be served;
- B. Held that hearing and provided FTA a transcript or detailed report summarizing the issues and responses, unless no one with a significant economic, social, or environmental interest requests a hearing;
- C. Considered the economic, social, and environmental effects of the project; and
- D. Determined that the project is consistent with official plans for developing the urban area.

5. CERTIFICATION OF PRE-AWARD AND POST-DELIVERY REVIEWS REQUIRED FOR ACQUISITION OF ROLLING STOCK

As required by 49 U.S.C. 5323(m) and implementing FTA regulations at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663 when procuring revenue service rolling stock. Among other things, the Applicant agrees to conduct or cause to be conducted the requisite pre-award and post-delivery reviews, and maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

6. BUS TESTING CERTIFICATION REQUIRED FOR NEW BUS ACQUISITIONS

As required by FTA regulations, "Bus Testing," at 49 CFR 665.7, the Applicant certifies that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or authorizing final acceptance of that bus (as described in 49 CFR part 665):

- A. The model of the bus will have been tested at a bus testing facility approved by FTA; and
- B. It will have received a copy of the test report prepared on the bus model.

7. CHARTER SERVICE AGREEMENT

- A. As required by 49 U.S.C. 5323(d) and FTA regulations, "Charter Service," at 49 CFR 604.7, the Applicant agrees that it and its recipients will:
 - (1) Provide charter service that uses equipment or facilities acquired with Federal assistance authorized for 49 U.S.C. 5307, 5309, or 5311 or Title 23 U.S.C., only to the extent that there are no private charter service operators willing and able to provide the charter service that it or its recipients desire to provide, unless one or more of the exceptions in 49 CFR 604.9 applies; and
 - (2) Comply with the provisions of 49 CFR part 604 before they provide any charter service using equipment or facilities acquired with Federal assistance authorized for the above statutes.
- B. The Applicant understands that the requirements of 49 CFR part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this agreement, and violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

8. SCHOOL TRANSPORTATION AGREEMENT

- A. As required by 49 U.S.C. 5323(f) and FTA regulations, "School Bus Operations," at 49 CFR 605.14, the Applicant agrees that it and all its recipients will:
 - (1) Engage in school transportation operations in competition with private school transportation operators only to the extent permitted by 49 U.S.C. 5323(f), and implementing regulations; and
 - (2) Comply with the requirements of 49 CFR part 605 before providing any school transportation using equipment or facilities acquired with Federal assistance awarded by FTA and authorized by 49 U.S.C. chapter 53 or Title 23 U.S.C. for transportation projects.
- B. The Applicant understands that the requirements of 49 CFR part 605 will apply to any school transportation it provides, the definitions of 49 CFR part 605 apply to this school transportation agreement, and a violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

9. CERTIFICATION REQUIRED FOR THE DIRECT AWARD OF FTA ASSISTANCE TO AN APPLICANT FOR ITS DEMAND RESPONSIVE SERVICE

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," at 49 CFR 37.77, the Applicant certifies that its demand responsive service offered to persons with disabilities, including persons who use wheelchairs, is equivalent to the level and quality of service offered to persons without disabilities. When viewed in its entirety, the Applicant's service for persons with disabilities is provided in the most integrated setting feasible and is equivalent with respect to: (1) response time, (2) fares, (3) geographic service area, (4)

hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

10. PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE CERTIFICATION

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 665, subpart I, the Applicant certifies that it has established and implemented an anti-drug and alcohol misuse program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 665.

11. CERTIFICATION REQUIRED FOR INTEREST OR OTHER FINANCING COSTS

As required by 49 U.S.C. 5307(g), 49 U.S.C. 5309(g)(2)(B), 49 U.S.C. 5309(g)(3)(A), and 49 U.S.C. 5309(n), the Applicant certifies that it will not seek reimbursement for interest and other financing costs unless its records demonstrate it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA might require.

12. INTELLIGENT TRANSPORTATION SYSTEM PROGRAM ASSURANCE

In compliance with Section VII of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 Fed. Reg. 1459, January 8, 2001, in the course of implementing an ITS Project, the Applicant assures that it will comply, and require its third party contractors and subrecipients to comply, with all applicable requirements imposed by Section V (Regional ITS Architecture) and Section VI (Project Implementation) of that Notice.

13. CERTIFICATIONS AND ASSURANCES FOR THE URBANIZED AREA FORMULA PROGRAM, THE JOB ACCESS AND REVERSE COMMUTE PROGRAM, AND THE CLEAN FUELS FORMULA PROGRAM

A. Certifications Required by Statute

- (1) As required by 49 U.S.C. 5307(d)(1)(A) through (J), the Applicant certifies that:
 - (a) It has or will have the legal, financial, and technical capacity to carry out the proposed program of projects;
 - (b) It will adequately maintain the equipment and facilities;
 - (c) It will ensure that elderly or handicapped persons, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 et seq. or 42 U.S.C. 1395 et seq.), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized for 49 U.S.C. 5307, or for the Job Access and Reverse Commute Program at section 3037 of the Transportation Equity Act for the 21st Century (TEA-21), 49 U.S.C. 5309 note, not more than fifty (50) percent of the peak hour fare;
 - (d) In carrying out a procurement financed with Federal assistance authorized for the Urbanized Area Formula Program at 49 U.S.C. 5307, or the Job Access and Reverse Commute Program at section 3037 of TEA-21, 49 U.S.C. 5309 note, it

- will use competitive procurement (as defined or approved by the Secretary), it will not use a procurement using exclusionary or discriminatory specifications, and it will comply with applicable Buy America laws in carrying out a procurement;
- (e) It has complied or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it has made available, or before submitting its application, it will make available: (1) to the public information on amounts available for the Urbanized Area Formula Program at 49 U.S.C. 5307 and, if applicable, the Job Access and Reverse Commute Grant Program, 49 U.S.C. 5309 note, and the program of projects it proposes to undertake with those funds; (2) in consultation with interested parties including private transportation providers, develop a proposed program of projects for activities to be financed; (3) publish a proposed program of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the performance of the Applicant; (4) provide an opportunity for a public hearing to obtain the views of citizens on the proposed program of projects; and (5) ensure that the proposed program of projects provides for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) consider comments and views received, especially those of private transportation providers, in preparing the final program of projects; and (7) make the final program of projects available to the public;
 - (f) It has or will have available and will provide the amount of funds required by 49 U.S.C. 5307(e) and applicable FTA policy (specifying Federal and local shares of project costs);
 - (g) It will comply with: 49 U.S.C. 5301(a) (requirements for transportation systems that maximize mobility and minimize fuel consumption and air pollution); 49 U.S.C. 5301(d) (requirements for transportation of the elderly and persons with disabilities); 49 U.S.C. 5303 through 5306 (planning requirements); and 49 U.S.C. 5301(d) (special efforts for designing and providing mass transportation for the elderly and persons with disabilities);
 - (h) It has a locally developed process to solicit and consider public comment before raising fares or implementing a major reduction of transportation; and
 - (i) As required by 49 U.S.C. 5307(d)(1)(J), unless it has determined that it is not necessary to expend one (1) percent of the amount of Federal assistance it receives for this fiscal year apportioned in accordance with 49 U.S.C. 5336 for transit security projects, it will expend at least one (1) percent of the amount of that assistance for transit security projects, including increased lighting in or adjacent to a transit system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned transit system.
- (2) As required by 49 U.S.C. 5307(k)(3), if it has received Transit Enhancement funds authorized by 49 U.S.C. 5307(k)(1), its quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of projects implemented in the preceding Federal fiscal year using Transit Enhancement funds, and that report is made part of its certifications and assurances.

B. Certification Required for Capital Leasing

As required by FTA regulations, "Capital Leases," at 49 CFR 639.15(b)(1) and 49 CFR 639.21, to the extent the Applicant uses Federal assistance authorized for 49 U.S.C. 5307 or section 3037 of TEA-21, 49 U.S.C. 5309 note, to acquire any capital asset by lease, the Applicant certifies that:

- (1) It will not use Federal assistance authorized for 49 U.S.C. 5307 or section 3037 of TEA-21, 49 U.S.C. 5309 note, to finance the cost of leasing any capital asset until it performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset;
- (2) It will complete these calculations before entering into the lease or before receiving a capital grant for the asset, whichever is later; and
- (3) It will not enter into a capital lease for which FTA can only provide incremental funding unless it has the financial capacity to meet its future obligations under the lease in the event Federal assistance is not available for capital projects in subsequent years.

C. Certification Required for Sole Source Purchase of Associated Capital Maintenance Item

As required by 49 U.S.C. 5325(c), to the extent that the Applicant procures an associated capital maintenance item under the authority of 49 U.S.C. 5307(b)(1), the Applicant certifies that it will use competition to procure an associated capital maintenance item unless the manufacturer or supplier of that item is the only source for the item and the price of the item is no more than the price similar customers pay for the item, and maintain sufficient records pertaining to each such procurement on file easily retrievable for FTA inspection.

D. Clean Fuels Program Certification

As required by 49 U.S.C. 5308(c)(2), the Applicant certifies that, in connection with any application for assistance authorized for the Clean Fuels Formula Program, vehicles purchased with grant funds made available for 49 U.S.C. 5308 will be operated only with clean fuels.

14. CERTIFICATIONS AND ASSURANCES FOR THE ELDERLY AND PERSONS WITH DISABILITIES PROGRAM

The Applicant administering on behalf of the state the Elderly and Persons with Disabilities Program authorized by 49 U.S.C. 5310 certifies and assures that the following requirements and conditions will be fulfilled:

- A. The state organization serving as the Applicant and each subrecipient has or will have the necessary legal, financial, and managerial capability to apply for, receive and disburse Federal assistance authorized for 49 U.S.C. 5310; and to implement and manage the project.
- B. The state assures that each subrecipient either is recognized under state law as a private nonprofit organization with the legal capability to contract with the state to carry out the proposed project, or is a public body that has met the statutory requirements to receive Federal assistance authorized for 49 U.S.C. 5310.
- C. The private nonprofit subrecipient's application for 49 U.S.C. 5310 assistance contains information from which the state concludes that the transit service provided or offered to

- be provided by existing public or private transit operators is unavailable, insufficient, or inappropriate to meet the special needs of the elderly and persons with disabilities.
- D. The state assures that sufficient non-Federal funds have been or will be committed to provide the required local share.
- E. The subrecipient has, or will have by the time of delivery, sufficient funds to operate and maintain the vehicles and equipment purchased with Federal assistance awarded for this project.
- F. The state assures that before issuing the state's formal approval of a project, its Elderly and Persons with Disabilities Formula Program is included in the Statewide Transportation Improvement Program as required by 23 U.S.C. 135; all projects in urbanized areas recommended for approval are included in the annual element of the metropolitan Transportation Improvement Program in which the subrecipient is located; and any public body that is a prospective subrecipient of capital assistance has provided an opportunity for a public hearing.
- G. The state recognizes that the subrecipient, rather than the state itself, will be ultimately responsible for implementing many Federal requirements covered by the certifications the state has signed. Having taken appropriate measures to secure the necessary compliance by each subrecipient, the state assures, on behalf of each subrecipient, that each subrecipient has:
- (1) Coordinated or will coordinate to the maximum extent feasible with other transportation providers and users, including social service agencies authorized to purchase transit service;
 - (2) Complied or will comply with all applicable civil rights requirements;
 - (3) Complied or will comply with applicable requirements of U.S. DOT regulations on participation of disadvantaged business enterprise in U.S. DOT programs;
 - (4) Complied or will comply with Federal requirements regarding transportation of elderly persons and persons with disabilities;
 - (5) Complied with or will comply with applicable provisions of 49 CFR part 605 pertaining to school transportation operations;
 - (6) Viewing its demand responsive service to the general public in its entirety, complied or will comply with the requirement to provide demand responsive service to persons with disabilities, including persons who use wheelchairs, meeting the standard of equivalent service set forth in 40 CFR 37.77(c), if it purchases non-accessible vehicles for use in demand responsive service for the general public;
 - (7) Established or will establish a procurement system and conducted or will conduct its procurements in compliance with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1D, "Third Party Contracting Requirements," and other implementing requirements FTA may issue;
 - (8) Complied or will comply with the requirement that its project provides for the participation of private mass transportation companies to the maximum extent feasible;
 - (9) Paid or will pay just compensation under state or local law to each private mass transportation company for its franchise or property acquired under the project;
 - (10) Complied or will comply with all applicable lobbying requirements for each application exceeding \$100,000;
 - (11) Complied or will comply with all applicable nonprocurement suspension and debarment requirements;
 - (12) Complied or will comply with all applicable bus testing requirements for new bus models;

- (13) Complied with, or to the extent required by FTA, will comply with, applicable FTA Intelligent Transportation System (ITS) architecture requirements; and
 - (14) Complied or will comply with all applicable pre-award and post-delivery review requirements.
- H. Unless otherwise noted, each of the subrecipient's projects qualifies for a categorical exclusion and does not require further environmental approvals, as described in the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," at 23 CFR 771.117(c). The state certifies that financial assistance will not be provided for any project that does not qualify for a categorical exclusion described in 23 CFR 771.117(c) until FTA has made the required environmental finding. The state further certifies that no financial assistance will be provided for a project requiring a conformity finding in accordance with the Environmental Protection Agency's Clean Air Conformity regulations at 40 CFR parts 51 and 93, until FTA makes the required conformity finding.
- I. The state will enter into a written agreement with each subrecipient stating the terms and conditions of assistance by which the project will be undertaken and completed.
- J. The state recognizes the authority of FTA, U.S. DOT, and the Comptroller General of the United States to conduct audits and reviews to verify compliance with the foregoing requirements and stipulations, and assures that, upon request, the State and its subrecipients will make the necessary records available to FTA, U.S. DOT and the Comptroller General of the United States. The state also acknowledges its obligation under 49 CFR 18.40(a) to monitor project activities carried out by its subrecipients to assure compliance with applicable Federal requirements.

15. CERTIFICATIONS AND ASSURANCES FOR THE NONURBANIZED AREA FORMULA PROGRAM

The Applicant administering on behalf of the state the Nonurbanized Area Formula Program authorized by 49 U.S.C. 5311 certifies and assures that the following requirements and conditions will be fulfilled:

- A. The state organization serving as the Applicant and each subrecipient has or will have the necessary legal, financial, and managerial capability to apply for, receive and disburse Federal assistance authorized for 49 U.S.C. 5311; and to implement and manage the project.
- B. The state assures that sufficient non-Federal funds have been or will be committed to provide the required local share.
- C. The state assures that before issuing the state's formal approval of the project, its Nonurbanized Area Formula Program is included in the Statewide Transportation Improvement Program as required by 23 U.S.C. 135; to the extent applicable, projects are included in a metropolitan Transportation Improvement Program.
- D. The state has provided for a fair and equitable distribution of Federal assistance authorized for 49 U.S.C. 5311 within the state, including Indian reservations within the state.
- E. The state recognizes that the subrecipient, rather than the state itself, will be ultimately responsible for implementing many Federal requirements covered by the certifications the state has signed. Having taken appropriate measures to secure the necessary compliance by each subrecipient, the state assures, on behalf of each subrecipient, that each subrecipient has:
 - (1) Coordinated or will coordinate to the maximum extent feasible with other transportation providers and users, including social service agencies authorized to purchase transit service;

- (2) Complied or will comply with all applicable civil rights requirements;
- (3) Complied or will comply with applicable requirements of U.S. DOT regulations on participation of disadvantaged business enterprise in U.S. DOT programs;
- (4) Complied or will comply with Federal requirements regarding transportation of elderly persons and persons with disabilities;
- (5) Complied or will comply with the transit employee protective provisions of 49 U.S.C. 5333(b), by one of the following actions: (1) signing the Special Warranty for the Nonurbanized Area Formula Program, (2) agreeing to alternative comparable arrangements approved by the Department of Labor (DOL), or (3) obtaining a waiver from DOL; and the state has certified the subrecipient's compliance to DOL;
- (6) Complied or will comply with 49 CFR part 604 in the provision of any charter service provided with equipment or facilities acquired with FTA assistance;
- (7) Complied with or will comply with applicable provisions of 49 CFR part 605 pertaining to school transportation operations;
- (8) Viewing its demand responsive service to the general public in its entirety, complied or will comply with the requirement to provide demand responsive service to persons with disabilities, including persons who use wheelchairs, meeting the standard of equivalent service set forth in 40 CFR 37.77(c), if it purchases non-accessible vehicles for use in demand responsive service for the general public;
- (9) Established or will establish a procurement system and conducted or will conduct its procurements in compliance with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1D, "Third Party Contracting Requirements," and other implementing requirements FTA may issue;
- (10) Complied or will comply with the requirement that its project provides for the participation of private enterprise to the maximum extent feasible;
- (11) Paid or will pay just compensation under state or local law to each private mass transportation company for its franchise or property acquired under the project;
- (12) Complied or will comply with all applicable lobbying requirements for each application exceeding \$100,000;
- (13) Complied or will comply with all applicable nonprocurement suspension and debarment requirements;
- (14) Complied or will comply with all applicable bus testing requirements for new bus models;
- (15) Complied or will comply with all applicable pre-award and post-delivery review requirements;
- (16) Complied with or will comply with all assurances FTA requires for projects involving real property;
- (17) Complied with, or to the extent required by FTA, will comply with, applicable FTA Intelligent Transportation System (ITS) architecture requirements; and
- (18) Complied with, or to the extent required by FTA will comply with, applicable anti-drug and alcohol program requirements.

F. Unless otherwise noted, each of the subrecipient's projects qualifies for a categorical exclusion and does not require further environmental approvals, as described in the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," at 23 CFR 771.117(c). The state certifies that financial assistance will not be provided for any project that does not qualify for a categorical exclusion described in 23 CFR 771.117(c) until FTA has made the required environmental finding. The state further certifies that no financial assistance will be provided for a project requiring a conformity finding in

- accordance with the Environmental Protection Agency's Clean Air Conformity regulations at 40 CFR parts 51 and 93, until FTA makes the required conformity finding.
- G. The state will enter into a written agreement with each subrecipient stating the terms and conditions of assistance by which the project will be undertaken and completed.
 - H. The state recognizes the authority of FTA, U.S. DOT, and the Comptroller General of the United States to conduct audits and reviews to verify compliance with the foregoing requirements and stipulations, and assures that, upon request, the State and its subrecipients will make the necessary records available to FTA, U.S. DOT and the Comptroller General of the United States. The state also acknowledges its obligation under 49 CFR 18.40(a) to monitor project activities carried out by its subrecipients to assure compliance with applicable Federal requirements.
 - I. As required by 49 U.S.C. 5311(f), the state will expend not less than fifteen (15) percent of the Federal assistance authorized for 49 U.S.C. 5311(f) and apportioned during this fiscal year to carry out a program to develop and support intercity bus transportation, unless the chief executive officer of the state or his or her duly authorized designee certifies that the intercity bus service needs of the state are being adequately met.

16. CERTIFICATIONS AND ASSURANCES FOR THE STATE INFRASTRUCTURE BANK PROGRAM

The state serving as the Applicant for Federal assistance for the Transit Account of its State Infrastructure Bank (SIB) program authorized by either section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 101 note, or the State Infrastructure Bank Pilot Program, 23 U.S.C. 181 note, certifies and assures that the following requirements and conditions will be fulfilled pertaining to any project financed with Federal assistance derived from the Transit Account of the SIB:

- A. The state organization serving as the Applicant (state) agrees and assures the agreement of the SIB and each recipient of Federal assistance derived from the Transit Account of the SIB within the state (subrecipient) that each Project financed with Federal assistance derived from the Transit Account will be administered in accordance with the:
 - (1) Applicable provisions of section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 101 note, or of the State Infrastructure Bank Pilot Program, 23 U.S.C. 181 note, and any further amendments thereto;
 - (2) Provisions of any applicable Federal guidance that may be issued;
 - (3) Terms and conditions of Department of Labor Certification(s) of Transit Employee Protective Arrangements that are required by Federal law or regulations;
 - (4) Provisions of FHWA and FTA cooperative agreement with the state to establish the state's SIB program; and
 - (5) Provisions of the FTA grant agreement with the state that obligating Federal assistance for the SIB, except that any provision of the Federal Transit Administration Master Agreement incorporated by reference into that grant agreement will not apply if it conflicts with any provision of National Highway System Designation Act of 1995, as amended, 23 U.S.C. 101 note, or section 1511 of TEA-21, as amended, 23 U.S.C. 181 note, and Federal guidance on SIBs, the provisions of the cooperative agreement establishing the SIB program within the state, or the text within the FTA grant agreement.
- B. The state agrees to comply with and assures the compliance of the SIB and each subrecipient of assistance under the SIB with all applicable requirements for the SIB program, as those requirements may be amended from time to time. Pursuant to the requirements of subsection 1511(h)(2) of TEA-21, 23 U.S.C. 181 note, applicants for

assistance authorized by the state Infrastructure Bank Pilot Program agree that previous cooperative agreements entered into with states under section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 101 note, will be revised to comply with new requirements.

- C. The state assures that the SIB will provide Federal assistance from its Transit Account only for transit capital projects eligible under section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 101 note or under section 1511 of TEA-21, 23 U.S.C. 181 note, and that those projects will fulfill all requirements imposed on comparable capital transit projects financed by FTA.
- D. The state understands that the total amount of funds to be awarded for a grant agreement will not be immediately available for draw down. Consequently, the state assures that it will limit the amount of Federal assistance it draws down for deposit in the SIB to amounts that do not exceed the limitations specified in the underlying grant agreement or the approved project budget for that grant agreement.
- E. The state assures that each subrecipient has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized by Federal statute for use in the SIB, and to implement, manage, operate, and maintain the project and project property for which such assistance will support.
- F. The state assures that sufficient non-Federal funds have been or will be committed to provide the required local share.
- G. The state recognizes that the SIB, rather than the state itself, will be ultimately responsible for implementing many Federal requirements covered by the certifications the state has signed. Having taken appropriate measures to secure the necessary compliance by the SIB, the state assures, on behalf of the SIB, that:
 - (1) The SIB has complied or will comply with all applicable civil rights requirements;
 - (2) The SIB has complied or will comply with applicable requirements of U.S. DOT regulations on participation of disadvantaged business enterprise in U.S. DOT programs;
 - (3) The SIB will provide Federal assistance only to a subrecipient that is either a public or private entity recognized under state law as having the legal capability to contract with the state to carry out its proposed project;
 - (4) Before the SIB enters into an agreement with a subrecipient under which Federal assistance will be disbursed to the subrecipient, the subrecipient's project is included in the Statewide Transportation Improvement Program; all projects in urbanized areas recommended for approval are included in the annual element of the metropolitan Transportation Improvement Program in which the subrecipient is located; a certification that an opportunity for a public hearing has been provided;
 - (5) The SIB will not provide Federal financial assistance for any project that does not qualify for a categorical exclusion described in 23 CFR 771.117(c) until the required Federal environmental finding has been made. Moreover, the SIB will provide no financial assistance for a project requiring a conformity finding in accordance with the Environmental Protection Agency's Clean Air Conformity regulations at 40 CFR parts 51 and 93, until the required Federal conformity finding has been made;
 - (6) Before the SIB provides Federal assistance for a transit project, each subrecipient will have complied with the applicable transit employee protective provisions of 49 U.S.C. 5333(b) as required for that subrecipient and its project; and
 - (7) The SIB will enter into a written agreement with each subrecipient stating the terms and conditions of assistance by which the project will be undertaken and completed, including specific provisions that any security or debt financing instrument the SIB may issue will contain an express statement that the security or

instrument does not constitute a commitment, guarantee, or obligation of the United States.

H. The state recognizes that the subrecipient, rather than the state itself, will be ultimately responsible for implementing many Federal requirements covered by the certifications the state has signed. Having taken appropriate measures to secure the necessary compliance by the SIB and each subrecipient, the state assures, on behalf of each subrecipient, that each subrecipient has:

- (1) Complied or will comply with all applicable civil rights requirements;
- (2) Complied or will comply with applicable requirements of U.S. DOT regulations on participation of disadvantaged business enterprise in U.S. DOT programs;
- (3) Complied or will comply with Federal requirements regarding transportation of elderly persons and persons with disabilities;
- (4) Complied or will comply with the applicable transit employee protective provisions of 49 U.S.C. 5333(b) as required for that subrecipient and its project;
- (5) Complied or will comply with 49 CFR part 604 in the provision of any charter service provided with equipment or facilities acquired with FTA assistance;
- (6) Complied with or will comply with applicable provisions of 49 CFR part 605 pertaining to school transportation operations;
- (7) Viewing its demand responsive service to the general public in its entirety, complied or will comply with the requirement to provide demand responsive service to persons with disabilities, including persons who use wheelchairs, meeting the standard of equivalent service set forth in 40 CFR 37.77(c), if it purchases non-accessible vehicles for use in demand responsive service for the general public;
- (8) Established or will establish a procurement system and conducted or will conduct its procurements in compliance with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1D, "Third Party Contracting Requirements," and other implementing requirements FTA may issue;
- (9) Complied or will comply with the requirement that its project provides for the participation of private mass transportation companies to the maximum extent feasible;
- (10) Paid or will pay just compensation under state or local law to each private mass transportation company for its franchise or property acquired under the project;
- (11) Complied or will comply with all applicable lobbying requirements for each application exceeding \$100,000;
- (12) Complied or will comply with all nonprocurement suspension and debarment requirements;
- (13) Complied with or will comply with all applicable bus testing requirements for new bus models;
- (14) Complied with or will comply with all applicable pre-award and post-delivery review requirements;
- (15) Complied with or will comply with all assurances FTA requires for projects involving real property;
- (16) Complied with, or to the extent required by FTA, will comply with, applicable FTA Intelligent Transportation System (ITS) architecture requirements; and
- (17) Complied with, or to the extent required by FTA will comply with, applicable anti-drug and alcohol program requirements.

I. The state recognizes the authority of FTA, U.S. DOT, and the Comptroller General of the United States to conduct audits and reviews to verify compliance with the foregoing requirements and stipulations, and assures that, upon request, the SIB and its subrecipients, as well as the states, will make the necessary records available to FTA,

U.S. DOT and the Comptroller General of the United States. The state also acknowledges its obligation under 49 CFR 18.40(a) to monitor project activities carried out by the SIB and its subrecipients to assure compliance with applicable Federal requirements.

Exhibit I

Non-Vehicle Capital Asset

(Attach in this Section)

Exhibit I

NON-VEHICLE CAPITAL ASSET INVENTORY

To be submitted with
Section 5311 FY04 Operating Assistance Applications

Please complete the following section as thoroughly as possible. Include all capital assets funded either through the Federal Transit Administration or the State of Illinois, with an original purchase cost greater than \$300--**excluding vehicles**. Attach additional pages if necessary. All vehicles should be included on the attached Vehicle Asset Inventory (Exhibit J).

<u>Capital Asset</u>	<u>Contract Number</u>	<u>Original Cost</u>	<u>Date of Purchase</u>	<u>Condition</u> <u>Good/Fair/</u> <u>Poor</u>
1. <u>Dell Comp/printer</u>	<u>5311 Operating</u>	<u>2,263.00</u>	<u>6/29/01</u>	<u>Good</u>
2. <u>GTX Radio</u>	<u>3114</u>	<u>480.00</u>	<u>7/17/01</u>	<u>Good</u>
3. <u>GTX Radio</u>	<u>3114</u>	<u>480.00</u>	<u>7/17/01</u>	<u>Good</u>
4. <u>GTX Radio</u>	<u>3114</u>	<u>480.00</u>	<u>7/17/01</u>	<u>Good</u>
5. <u>GTX Radio</u>	<u>3114</u>	<u>480.00</u>	<u>7/17/01</u>	<u>Good</u>
6. <u>GTX Radio</u>	<u>3114</u>	<u>480.00</u>	<u>7/17/01</u>	<u>Good</u>
7. <u>GTX Radio</u>	<u>3114</u>	<u>480.00</u>	<u>7/17/01</u>	<u>Good</u>
8. <u>GTX Radio</u>	<u>3114</u>	<u>480.00</u>	<u>7/17/01</u>	<u>Good</u>
9. <u>GTX Radio</u>	<u>3114</u>	<u>480.00</u>	<u>7/17/01</u>	<u>Good</u>
10. <u>GTX Radio</u>	<u>3114</u>	<u>480.00</u>	<u>7/17/01</u>	<u>Good</u>
11. <u>GTX Radio</u>	<u>3212</u>	<u>550.00</u>	<u>5/22/02</u>	<u>Good</u>
12. <u>GTX Radio</u>	<u>3212</u>	<u>550.00</u>	<u>5/22/02</u>	<u>Good</u>
13. <u>GTX Radio</u>	<u>3212</u>	<u>550.00</u>	<u>5/22/02</u>	<u>Good</u>
14. <u>GTX Radio</u>	<u>3212</u>	<u>550.00</u>	<u>5/22/02</u>	<u>Good</u>
15. <u>GTX Radio</u>	<u>3212</u>	<u>550.00</u>	<u>5/22/02</u>	<u>Good</u>
16. <u>GTX Radio</u>	<u>3212</u>	<u>550.00</u>	<u>5/22/02</u>	<u>Good</u>

17. <u>GTX Radio</u>	<u>3212</u>	<u>550.00</u>	<u>5/22/02</u>	<u>Good</u>
18. <u>MTX Radio</u>	<u>3212</u>	<u>665.00</u>	<u>5/22/02</u>	<u>Good</u>
19. <u>Gateway Comp</u>	<u>3212</u>	<u>1,759.00</u>	<u>8/05/02</u>	<u>Good</u>
20. <u>Gateway Comp</u>	<u>3212</u>	<u>1,759.00</u>	<u>8/05/02</u>	<u>Good</u>

Exhibit J

Vehicle Asset Inventory
(Attach in this Section)

SHOW BUS Vehicle Inventory Ford, Iroquois, Livingston & McLean Counties

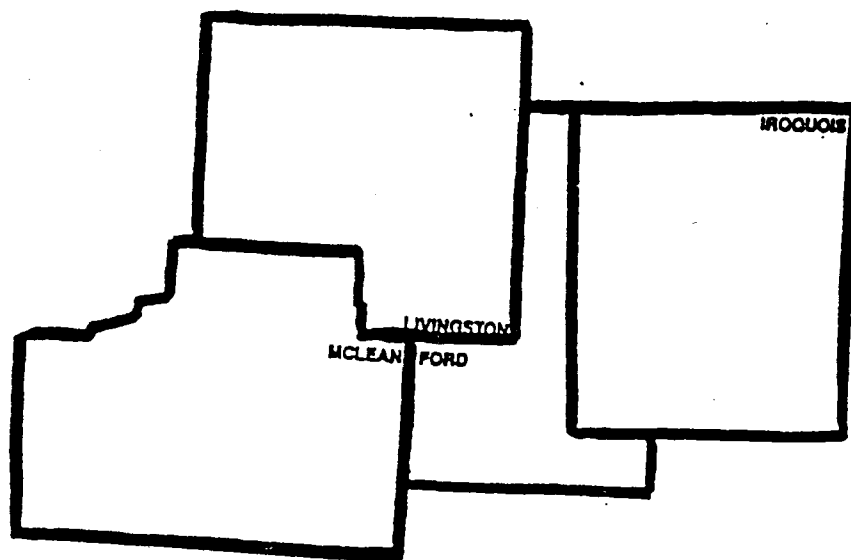
Veh #	Veh Type	Year/Manufact.	VIN#	Mileage Jan-Feb/2003	Funding Source	Cond
1	Raised Roof	1994/Braun	1FTJS34G8RHB78597	181,562	5311	Fair
2	BOC	1994/Eldorado	1FDKE30MORHA20676	128,434	5310	Poor
3	Raised Roof	1994/Braun	1FTJS34G9RHB78592	118,425	5311	Fair
4	Raised Roof	1996/Nat'l Mob	2B6KB31Z4TK184688	96,441	5310	Fair
10	BOC	1990/Eldorado	1FDKE30G3LHA09026	Out/serv	Private	Poor
11	Heavy Duty	1993/Eldorado	4CDK54E22P2106426	50,000+on Rebuilt eng	5310	Poor
12	Raised Roof	1996/Nat'l Mob	2B6KB31Z2TK184690	116,746	5310	Poor
14	BOC	1997/Eldorado	1FDLE40F2VHB32790	174,638	5310	Fair
15	BOC	1998/Eldorado	1FDXE40F3WHB91379	131,219	5311	Fair
16	Raised Roof	1998/Nat'l Mob	2B7LB31Z9WK158253	128,711	5311	Poor
17	Raised Roof	2000/Nat'l Mob	2B6LB31Z5YK124040	61,491	Private/AAA	Good
18	Raised Roof	2000/Nat'l Mob	2B7LB31Z7YK168458	43,284	5311	Good
19	BOC	2001/Eldorado	1FDXE45F0YHC01202	72,364	5311	Good
20	BOC	2001/Eldorado	1FDXE45F5YYC01227	57,718	5311	Good
21	Light Duty	2003/Eldorado	1FDWE35L52HB52792	2,505	5311	Good
22	BOC	2003/Eldorado	1FDXE45F22HB40538	1,946	5311	Good
23	BOC	2003/Eldorado	1FDXE45F42HB40539	1,362	5311	Good

NOTE: All 5311 vehicles are titled to McLean County. The rest are titled to Meadows Mennonite Retirement Community or the State of Illinois.

Attachment I

Service Area Maps and Other Materials that Describe the Project

(Attach in this Section)



Attachment II

**Copies of Minutes, Letters, RFPs, and Other
Documentation that Describe the Applicant's Efforts to
Involve the Private Sector in the Project.**

(Attach in this Section)

Providers List for 2004 Application

Circle City Cab
1001 West Washington Street
Bloomington, IL 61701

The ARC
700 E. Elm Street
Watseka, IL 60970

American City Cab Co.
513 East Locust
Bloomington, IL 61701

Bee Express Taxi Cab
112 N. Main
Pontiac, IL 61764

Dehm Bus Service
8 N. 3rd
Chatsworth, IL 60921

Ryder Student Transportation
1103½ E Croxton Avenue
Bloomington, IL 61701

Volunteer Services of Iroquois County
1001 E. Grant Street
Watseka, IL 60970

TLC Express
334 ½ E. Baker Street
Bloomington, IL 61701

St. Mary's Hospital
111 East Spring Street
Sreator, IL 61364

Wilken Bus Service
1565 N. 600 E Road
Onarga, IL 60955

Willow Estates Cooperative, Inc.
RR 1 Box W-27
Beaverville, IL 60912

Red Top Cab
208 North Morris Avenue
Bloomington, IL 61701

Elegant Limousines
112 E. Jefferson
Bloomington, IL 61701

COPY



COPY

DEPARTMENT OF BUILDING & ZONING

(309) 888-5160 Fax (309) 888-5768

104 W. Front, Room 707 P.O. Box 2400

Bloomington, Illinois 61702-2400

March 3, 2003

Elegant Limousines
112 E. Jefferson
Bloomington, IL 61701

RE: Opportunity to Provide Rural Public Transportation in McLean, Livingston, Ford & Iroquois Counties

Dear Transportation Provider:

McLean County applies annually to the Illinois Department of Transportation (IDOT) on behalf of the four above named counties for Section 5311 federal transit funding to help fund rural public transportation. These funds have been received since 1988 to operate rural public transportation in McLean and Livingston Counties. Ford County was added in 1989. Iroquois County was added in 1992.

SHOW BUS, which is sponsored by Meadows Mennonite Retirement Community, is currently the provider of this service. SHOW BUS offers public transportation in the four county area Monday through Friday. Service is open to wheelchair passengers as well as to those who are ambulatory.

According to Section 5311 requirements, private transportation providers in the four county area need to be informed about this service and asked if they are interested in participating in a contract for service arising from a funding agreement under the Section 5311 Rural Public Transportation Funding Assistance Program. Any provider would need to deliver all of the transportation obligations under the terms of the contract with IDOT for the four county area.

Please contact me by March 24, 2003 if you are interested in providing this public transportation or if I can be of further assistance.

Sincerely,

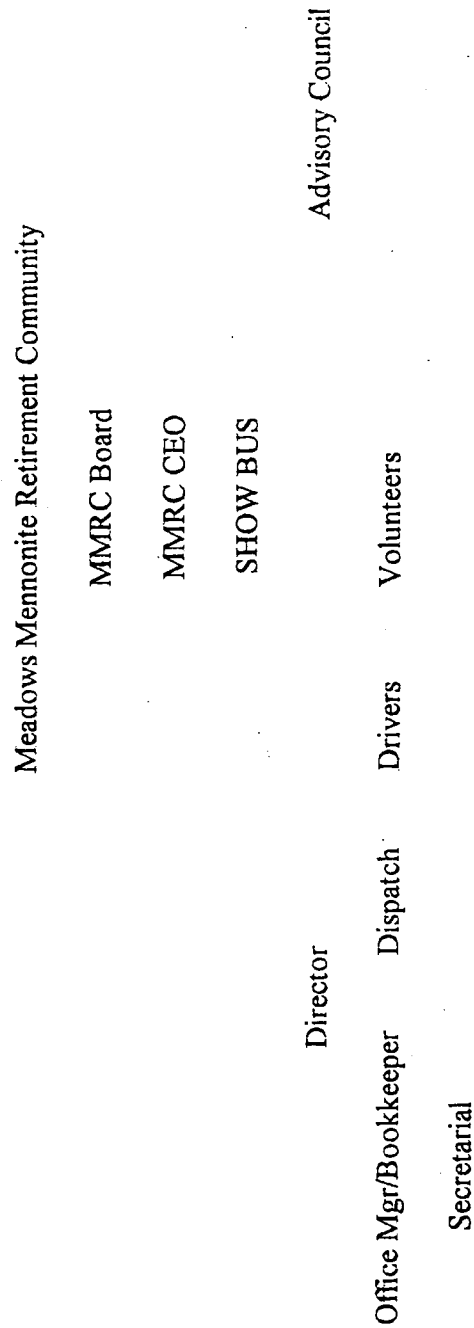
Mike Behary, County Planner
Grantee Project Manager

Attachment III

Organizational Charts for Each Operator

(Attach in this Section)

SHOW BUS ORGANIZATIONAL CHART



Members Sorensen/Selzer moved the County Board approve a Request for Approval of Applications and Purchase of Service Agreements for SHOW BUS - Building and Zoning Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen/Student Laptew presented the following:

**RESOLUTION AMENDING THE FUNDED
FULL-TIME EQUIVALENT POSITIONS RESOLUTION
FOR 2003**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 19, 2002 which became effective on January 1, 2003; and,

WHEREAS, the Director of the Nursing Home has requested that the existing position of Facilities Maintenance Foreman, McLean County Nursing Home, at Grade 9 be reclassified to Grade 10; and,

WHEREAS, the County Administrator's Office has used the Public Administration Service, Inc. (PAS) Position Appraisal Method to review this request and has determined that the Facilities Maintenance Foreman job class should be properly assigned to pay grade 10 of the General Position Classifications and Pay Range Schedule; and

WHEREAS, the Finance Committee, at its meeting on April 1, 2003, recommended the approval of this change in the Full-Time Equivalent Positions Resolution for the remainder of the 2003 Fiscal Year; now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u> <u>Now</u>	<u>Amend</u>	<u>New</u>
0401-0090-0086	9	0503.7145 Facilities Maintenance Foreman Nursing Home	0.90	(0.55)	0.35
0401-0090-0086	10	0503.7145 Facilities Maintenance Foreman Nursing Home	0.00	0.55	0.55
0360-0041-0051	9	0503.7145 Facilities Maintenance Foreman Fairview Building	0.10	(0.06)	0.04
0360-0041-0051	10	0503.7145 Facilities Maintenance Foreman Fairview Building	0.00	0.06	0.06

BE IT FURTHER RESOLVED by the County Board of McLean County, Illinois, now in regular session, that the County Clerk is hereby directed to provide a certified copy of this


(2)

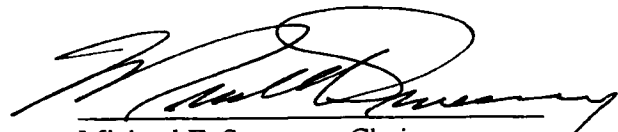
Resolution to the Director of the Nursing Home, the County Treasurer, and the County Administrator's Office.

ADOPTED by the McLean County Board this 15th day of April, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Kinzinger moved the County Board approve a Request for Approval of a Resolution Amending the Funded Full-Time Equivalent Positions Resolution for 2003 - Nursing Home. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen/Student Laptew presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
AUTHORIZING THE DIRECTOR OF THE NURSING HOME
TO OFFER A SALARY ABOVE THE STARTING MAXIMUM SALARY

WHEREAS, the Director of the Nursing Home has tried to recruit a Facilities Maintenance Foreman to fill a vacancy created by retirement; and,

WHEREAS, after five months of recruiting and interviewing candidates for this position, the Director of the Nursing Home has not been successful in filling this critical position at the present pay grade and within the starting maximum salary limits set forth in the County's Personnel Policy Ordinance; and,

WHEREAS, the Director of the Nursing Home requested authorization from the Finance Committee to offer a salary above the starting maximum salary in order to recruit an experienced candidate for this position; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, April 1, 2003, approved the request of the Director of the Nursing Home to offer a salary above the starting maximum salary in order to recruit an experienced candidate for the position of Facilities Maintenance Foreman; now, therefore,

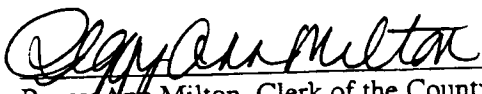
BE IT RESOLVED by the McLean County Board, now in regular session, as follows:

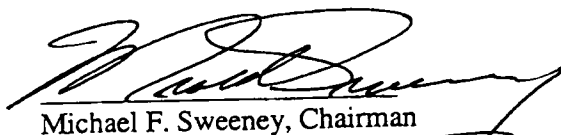
- (1) That the Director of the Nursing Home is hereby authorized to offer a starting salary at Step 70 of Grade 10 in order to recruit an experienced candidate for the position of Facilities Maintenance Foreman.
- (2) That the Director of the Nursing Home is directed to work with the County Administrator's Office in preparing the salary offer to be made above the starting maximum salary.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the Director of the Nursing Home, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 15th day of April, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

c:john/cobd/res_nhome_facmaintsalary.apr



McLean County

OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX (309) 888-5111

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

Memorandum

To: Chairman and Members, Finance Committee
From: Terry Lindberg, Assistant County Administrator
Date: March 26, 2003
Re: Nursing Home Facilities Maintenance Foreman

Nursing Home Administrator Don Lee respectfully requests that you recommend two (2) action items to the County Board:

- 1) Reclassify the existing position from Grade 9 to Grade 10.
- 2) Authorize hiring above the midpoint of the pay range.

Reclassify The Existing Position From Grade 9 To Grade 10

The County Administrator's staff worked with the Nursing Home Administrator to review the current job classification. Based on our analysis of the information provided, and after applying the Position Appraisal Method (PAM) system to that information, we concur with Mr. Lee's request that the Nursing Home Facilities Maintenance Foreman position be reclassified to a Grade 10 position.

Position Appraisal Method Factors

	KNOWLEDGE ABILITY	SUPERVISING RESPONSIBILITY	SCOPE EFFECT	PROBLEM SOLVING	AUTHORITY	INITIATIVE	PERSONALITY	
VALUE								
TITLE/FACTOR								
CURRENT	3	4	5	5	4	2	3	
	60	60	100	100	20	30	15	385
PROPOSED	4	4	5	5	4	3	3	
	80	60	100	100	20	45	15	420

We believe the increased demands of state and federal requirements for the operation of nursing homes merits an increase in the Knowledge and Ability factor. We also recommend an increase in the Public Contact factor based on additional external contacts with contractors and vendors that are necessitated due to increasingly complex mechanical systems.

Authorize Hiring Above The Midpoint Of The Pay Range

The McLean County Pay and Classification Plan makes provisions to allow hiring above the minimum in certain circumstances (excerpted from the pay plan):

Each department head is authorized to offer a starting rate above the minimum, if necessary to employ a qualified candidate, subject to the following:

1. Department Head Discretion. Up to 10 steps.
2. Impacted Positions List.
 - a) Experience Credit. 3 steps for each year of experience, limited to a total of 12 steps.
 - b) Education Credit. 8 steps for a degree above the requirements for the position classification.
 - c) County Administrator Discretion. Up to 10 steps.
3. If the Department Head Discretion and Impacted Position policies would result in an insufficient starting rate for a candidate, the department head may request that the Oversight Committee set a higher starting rate for a particular candidate or vacancy.

In this case, after an extensive search and interview process during the past five months, Mr. Lee has not identified a qualified candidate who will accept the position at the normal beginning step. Therefore, we respectfully request approval to hire a candidate for the Nursing Home Facilities Maintenance Foreman at Step 70 of Pay Grade 10. This would result in a pay rate of \$24.0402/hr., or \$50,004 annually.

Mr. Lee will be present to provide additional information and answer any questions.



NURSING HOME
(309) 888-5380
901 N. Main Normal, Illinois 61761

McLean County Nursing Home Maintenance Requirements

The nursing home is a 24 hour a day, seven day a week facility. The nature of our operation requires that the building and all of its component systems be kept in good working order to assure the well being and safety of the residents who live here. Any prolonged disruption of any part of our operation has the potential to negatively impact the lives of residents. Depending on the circumstances, negative impacts can result in a disruption in the service levels we are able to provide to residents.

More serious negative impacts can occur if heating problems happen in winter, air conditioning problems in the summer, nurse call systems do not operate properly, or door alarm systems fail allowing confused residents to leave the building unnoticed, etc. Any of these could cause actual harm to residents and also result in the imposition of a civil money penalty by the Illinois Department of Public Health.

Keeping the nursing home in continual good working order involves far more than appears on the surface. It is a complex commercial building that contains very little equipment that can be compared to that found in the home, most residential apartment complexes, or even other commercial buildings. While a major objective is to accomplish our repair needs through in house resources, equally important is the ability to maintain and improve on the current preventive maintenance program to reduce unexpected interruptions.

If we are to avoid prolonged down time while we wait for expensive outside repair services to arrive, it is essential that the person given the maintenance responsibility be well qualified and knowledgeable of applicable codes. That person must possess a very high level of expertise in many areas and the ability to apply those skills to a wide range of systems:

- A heating system consisting of three, staged, hot water boilers.
- An air conditioning system consisting of two chillers - a 90 ton and a 70 ton.
- A variable pressure pneumatic control system operating multiple valves throughout the building.
- An energy management system that monitors equipment performance, temperatures, and energy loads.
- A three phase electrical distribution system.

- A domestic water system which can deliver 160 degree water to the dietary and laundry departments but never over 110 degree water to the resident rooms or baths.
- A commercial diet kitchen.
- A commercial laundry equipped with 135 lb. washers and 110 lb. dryers.
- A low voltage nurse call system with remote TV control.
- A low voltage door alarm system on all doors.
- A low voltage alarm system using radio frequency transmissions to alert staff if a confused resident exits the building on three doors.
- A low voltage magnetic locking system on 13 sets of door to prevent anyone exiting the building without manually disengaging the magnetic lock.
- A fire alarm system utilizing heat and smoke detection devices as well as a sprinkler system.

Members Sorensen/Moss moved the County Board approve a Request for Approval of a Resolution Authorizing the Director of the Nursing Home to Offer a Starting Salary above the Maximum Starting Salary Maintenance Foreman - Nursing Home. Member Hoselton stated the following: I would like to direct this to Mr. Lee. How many applicants were interviewed for this position? Mr. Lee responded with the following: we had a total of 63 applications for the position that was narrowed down to 14 that we had formal interviews with or spoke with over the phone. Member Hoselton stated the following: the salary of approximately \$50,000, is that the total package cost? That is just the salary right? Mr. Lee stated the following: yes, that is just the salary portion. Member Hoselton stated the following: would this be a possibility? I know Mr. Moody is going to be handling the facility over in Washington. Would it be possible for him to assume some role out there and use some of his personnel? I saw a list of responsibilities that Mr. Lee had and the personnel that Mr. Moody has could fulfill all of these roles. Has that ever been considered? Mr. Zeunik responded with the following: it has been discussed but the difficulty right now is that the Nursing Home, as is noted in Mr. Lee's comments, is under the requirements of the Illinois Department of Public Health. It is also a 24-hour, seven day a week, facility. Mr. Moody and his staff currently have responsibility for three 24-hour, seven day a week facilities, the Law and Justice Center, the Juvenile Detention Center, and the Metro McLean County Centralized Communications Building. Because of the demands that are currently placed on that staff, as well as the work with the project architect and engineer on the Government Center, we just felt that it was not feasible for his current staff to take on the additional responsibilities at the Nursing Home. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen/Student Laptew presented the following:



REBECCA C. McNEIL
COUNTY TREASURER

(309) 888-5180

104 W. Front Room 706 P.O. Box 2400 Bloomington, Illinois 61702-2400

Date: April 9, 2003

To: Members of the Finance Committee
Mr. John Zeunik, County Administrator

From: Rebecca McNeil
County Treasurer

RE: McLean County First Installment Real Estate Tax Bills

On March 5, 2003, the Treasurer's Office compiled a request for proposals for the cost of printing and mailing the 2002 first installment real estate property tax bills. This RFP was published in the Pantagraph on March 6th and sent to various printing companies on our mailing list.

The RFP specified that we were requesting bids for the printing and mailing of approximately 59,000 first installment tax bills by April 25th, 2003. Sealed bids were to be submitted to the Treasurer's Office no later than 2:00 p.m. on Friday, March 28, 2003.

The Treasurer's Office received proposals from only two printing companies: Standard Register and Letterkraft Printers. The proposals are summarized as follows.

Standard Register		Letterkraft Printers	
Printing	10,899.90	Printing	7,668.90
Postage	14,147.00	Postage	13,000.00
Total	24,046.90	Total	20,668.90


The project has been officially awarded to Letterkraft due to the significant cost savings to the County. Letterkraft was also responsible for the printing and mailing of the 2001 first installment real estate tax bills. Our Office was extremely pleased with their ability to meet our deadlines and attention to the many details that this job entails. As a result of the strict timeframe of this matter, the Treasurer's Office will be entering into a contract to have Letterkraft Printers complete this job for the proposed bid of \$20,668.90.

Members Sorensen/Rodgers moved the County Board approve a Request for Approval of Bid Award for Printing and Mailing First Installment Property Tax Bills - Treasurer's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Mr. Laptew stated the General Report is located on pages 155-163.

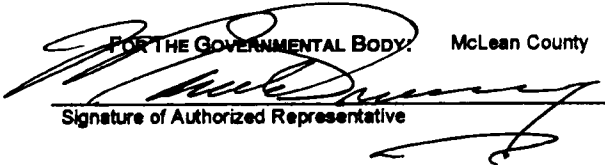
TRANSPORTATION COMMITTEE:

Member Bass, Chairman, stated the following: this young lady goes to Calvary Baptist Academy. Her name is Elisabeth Howerton. As you can see she is a nice-looking young citizen of our County and we are proud of her. Member Bass/Student Howerton presented the following:

 Illinois Department of Transportation		Intergovernmental Agreement	
Governmental Body Name McLean County			
Address 102 South Towanda-Barnes Road			
City, State, Zip Bloomington, Illinois 61704			
Remittance Address (if different from above)			
City, State, Zip			
Telephone Number 309/663-9445	Fax Number 309/662-8038	FEIN/TIN 37-6001569	
Brief Description of Service (full description specified in Part 5) The funds for this project will be used to develop a Geographic Information System (GIS) in McLean County.			
Compensation Method (full details specified in Part 5) Flat Rate	Travel Expense <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agreement Term From: Execution	
Total Compensation Amount \$80,000	Travel Amount \$0	Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To: December 31, 2005

REQUIRED SIGNATURES

By signing below, GOVERNMENTAL BODY and DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-6 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY: McLean County

 Signature of Authorized Representative

Michael F. Sweeney, Chairman, McLean County Board
 Type or Print Name of Authorized Representative 4/15/03
 Date

FOR THE DEPARTMENT:

Randall S. Blankenhorn, Bureau Chief, Urban Program Planning

Edward R. Gower, Chief Counsel (Approved as to form)

Linda M. Wheeler, Director, Planning and Programming

Randy K. Vereen, Director, Finance & Administration

Timothy W. Martin, Secretary of Transportation

Date



Illinois Department of Transportation

INTERGOVERNMENTAL AGREEMENT

FOR

MCLEAN COUNTY

This Agreement is by and between

McLean County

Please type or print legibly GOVERNMENTAL BODY'S legal name and address

102 South Towanda-Barnes Road

Bloomington, Illinois 61704

Attention: John Mitchell

E-Mail: jackm@mclean.gov

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services

PART 1

SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement.** The term of this Agreement shall be from execution to December 31, 2005.
- D. **Amendments.** All changes to this Agreement must be mutually agreed upon by DEPARTMENT and GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal.** This Agreement may be renewed upon written agreement by the parties.

PART 2

GENERAL PROVISIONS

A. **Changes.** If any circumstance or condition in this Agreement changes, GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

B. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

C. **Non-Appropriation.** This Agreement is subject to termination and cancellation in any year for which the General Assembly or the United States Congress fails to make an appropriation to make payments under the terms of the Agreement.

D. **Records Inspection.** The DEPARTMENT or a designated representative shall have access to GOVERNMENTAL BODY'S work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

E. **Records Preservation.** The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

F. **Subcontracting/Selection Procedures/Employment of Department Personnel.** Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

Competitive selection procedures shall be used to procure services or materials from any private or non-governmental entity having a total value of more than \$10,000. The Request for Proposal shall be publicized, proposals shall be solicited from an adequate number of qualified sources, negotiations are normally conducted with more than one source, and a cost reimbursement contract shall be awarded based on a technical evaluation of the proposals received. Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful offerors should be notified promptly. The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

PART 3

FEDERALLY FUNDED AGREEMENTS

This Part shall be applicable only to federally funded Agreements.

A. **Certification Regarding Lobbying.** GOVERNMENTAL BODY certifies compliance with Section 319 of Public Law 101-102 covering government-wide restrictions on lobbying, which provides that no federal appropriated funds have been paid or will be paid, by or on behalf of the GOVERNMENTAL BODY, to any person for influence or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

GOVERNMENTAL BODY further certifies that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this contract, grant, loan or cooperative agreement, the GOVERNMENTAL BODY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite to making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code, as amended. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The GOVERNMENTAL BODY also agrees that GOVERNMENTAL BODY shall require that the language of this certification will be included in all lower tier subcontracts and that all subcontractors, will certify and disclose accordingly.

B. Civil Rights. As required by 49 U.S.C. 5332, as amended, (which prohibits discrimination on the basis of race, color, creed, national origin, sex or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the GOVERNMENTAL BODY assures that it will comply with all requirements of 49 CFR part 21, as amended; FTA Circular 4702.1, "Title VI Program Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the GOVERNMENTAL BODY receives Federal assistance awarded by the U.S. DOT or FTA as follows:

1. The GOVERNMENTAL BODY assures that each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332, as amended, and 49 CFR part 21, as amended, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

2. The GOVERNMENTAL BODY assures that it will take appropriate action to ensure that any transferee receiving property financed with Federal assistance derived from FTA will comply with the applicable requirements of 49 U.S.C. 5332, as amended, and 49 CFR part 21, as amended.

3. The GOVERNMENTAL BODY assures that it will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with the U.S. DOT or FTA. Upon request by the U.S. DOT, FTA or the DEPARTMENT, the GOVERNMENTAL BODY assures that it will submit the required information pertaining to its compliance with these requirements.

4. The GOVERNMENTAL BODY assures that it will make any changes in its 49 U.S.C. 5332, as amended, and Title VI implementing procedures as the U.S. DOT, FTA or the DEPARTMENT may request.

5. As required by 49 CFR 21.7(a)(2), as amended, the GOVERNMENTAL BODY will include in each third party contract or subagreement, provisions to invoke the requirements of 49 U.S.C. 5332, as amended, and 49 CFR part 21, as amended, and include provisions to invoke those requirements in deeds and instruments recording the transfer of real property, structures, improvements.

C. **Control of Property.** GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

D. **Cost Principles.** The cost principles of this Agreement are governed by the cost principles found in Title 48, Code of Federal Regulations, subpart 31, as amended; and all costs included in this Agreement are allowable under Title 48, Code of Federal Regulations, part 31, as amended.

E. **Debarment.** GOVERNMENTAL BODY shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended. GOVERNMENTAL BODY certifies that to the best of its knowledge and belief, GOVERNMENTAL BODY and GOVERNMENTAL BODY's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of a prospective GOVERNMENTAL BODY to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The prospective GOVERNMENTAL BODY shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that GOVERNMENTAL BODY knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause. The GOVERNMENTAL BODY shall provide immediate written notice to the DEPARTMENT if at any time the GOVERNMENTAL BODY learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The GOVERNMENTAL BODY agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The GOVERNMENTAL BODY agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GOVERNMENTAL BODY may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless GOVERNMENTAL BODY knows the certification is erroneous. GOVERNMENTAL BODY may decide the method and frequency by which it determines the eligibility of its principals. Each GOVERNMENTAL BODY may, but is not required to, check the Nonprocurement List. If a GOVERNMENTAL BODY knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of a GOVERNMENTAL BODY is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

F. **Single Audit.** The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Amendments of 1996 (P.L. 104-156) require the following:

1. State or local governments that receive \$300,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
2. State or local governments that receive less than \$300,000 a year shall be exempt from compliance with the Act and other federal requirements.
3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
4. A copy of the audit report must be submitted to the DEPARTMENT within 30 days after completion of the audit, but no later than one year after the end of the GOVERNMENTAL BODY's fiscal year.

G. **Drug-Free Workplace.** The GOVERNMENTAL BODY shall comply with the federal Drug-Free Workplace Act, as contained in 42 United States Code Section 702, as amended, and 49 Code of Federal Regulations, Part 29, Subpart F and Appendix C as amended.

H. **Disadvantaged Business Enterprise Assurance.** In accordance with 49 CFR 26.13(a), as amended, the GOVERNMENTAL BODY assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR part 26, as amended. The GOVERNMENTAL BODY assures that it shall take all necessary and reasonable steps set forth in 49 CFR part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The GOVERNMENTAL BODY'S DBE program, as required by 49 CFR part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the GOVERNMENTAL BODY, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the DEPARTMENT to the GOVERNMENTAL BODY of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

I. **Assurance of Nondiscrimination on the Basis of Disability.** As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, as amended, the GOVERNMENTAL BODY assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The GOVERNMENTAL BODY assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794 et seq., as amended, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., as

amended, and implementing U.S. DOT regulations at 49 CFR parts 27, 37 and 38, as amended, and any applicable regulations and directives issued by other Federal departments or agencies.

J. Procurement Compliance Certification. The GOVERNMENTAL BODY certifies that its procurement system will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1D, "Third Party Contracting Requirements," as amended and revised, as well as other requirements FTA may issue. The GOVERNMENTAL BODY certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

K. Intelligent Transportation Systems Program. In compliance with Section VII of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 Fed. Reg. 1459, January 8, 2001, in the course of implementing an ITS project, the GOVERNMENTAL BODY assures that it will comply, and require its third party contractors and subrecipients to comply with all applicable requirements imposed by Section V (Regional ITS Architecture) and Section VI (Project Implementation) of that Notice.

All of the requirements listed in Part 3, paragraphs A through K apply to the Project. The GOVERNMENTAL BODY agrees to include these requirements in each contract and subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA) or other federal funding sources.

PART 4 SPECIFIC PROVISIONS

A. Invoices. The amount shown on each invoice shall be in accordance with the rates established in Part 6. All non-labor costs, if allowable, shall be listed and itemized as provided in Part 6.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation
Office of Planning and Programming
2300 South Dirksen Parkway, Room 307
Springfield, Illinois 62764
Attention: Juanita S. Akers

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. Billing and Payment. All invoices for services performed and expenses incurred by GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31 of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to GOVERNMENTAL BODY on invoices presented after said date. Failure by GOVERNMENTAL BODY to present such invoices prior to said date may require GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

C. Termination. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time

afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the Department may terminate the Agreement by giving thirty (30) days written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

D. **Location of Service.** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. **Ownership of Documents/Title to Work.** All documents, data and records produced by GOVERNMENTAL BODY in carrying out GOVERNMENTAL BODY's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the Department. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by GOVERNMENTAL BODY.

F. **Software.** All software and related computer programs produced and developed by GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out GOVERNMENTAL BODY's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both DEPARTMENT and GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be give, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both DEPARTMENT and GOVERNMENTAL BODY.

G. **Confidentiality Clause.** Any documents, data, records, or other information given to or prepared by GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

H. **Reporting/Consultation.** GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

I. **Travel Expenses.** No expenses for travel, lodging, or per diem shall be paid by the DEPARTMENT pursuant to this Agreement.

J. **Indemnification.** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

K. **Equal Employment Opportunities, Affirmative Action, Sexual Harassment.** The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

PART 5 Scope of Service/Responsibilities

McLean County Geographic Information System

The Department will provide funding to the Governmental Body to develop a Geographic Information System (GIS). The GIS will assist the Governmental Body in planning for future transportation needs and projects. The Governmental Body will perform the following activities related to the development of the GIS through the services of a consultant, if necessary, who will provide to the Governmental Body:

Items and Services to be Delivered

- Further the Governmental Body's GIS system design;
- Through a study, provide prioritization of custom applications throughout the county;
- Purchase and installations of software for G.I.S. use;
- Purchase and installations of hardware for G.I.S. use;
- Provide training for county personnel;
- Provide GIS application development;
- Develop an accident layer that will provide data and maps of accident locations that can be used to determine safety project and routine project planning;
- The GASB-34 infrastructure requirement will be made more available and better reported;
- Display current traffic flows and projected traffic flows;
- Develop Transportation Planning tools.

Project Deliverables

Digital deliverables will be accepted in the most recent versions of AutoCAD and ArcView software on CD-ROM, or other mutually agreed upon format. To procure deliveries in a reasonable and consistent timeframe, files will be delivered in a manner that considers both time and cost efficiency. The Governmental Body will provide access to the Department of the following:

- A copy of the study which will provide prioritization of custom applications throughout the county

The data developed through this agreement may be provided to other governmental bodies by either the Department or the Governmental Body without further consultation. Any other distribution shall require the consent of both the Department and the Governmental Body.

PART 6 COMPENSATION FOR SERVICES

Participation:

State Planning and Research (SPR) Funds	\$80,000	80%
Federal Funding Through Department	\$20,000	20%
Funding Through Governmental Body		
TOTAL	\$100,000	100%



HIGHWAY DEPARTMENT
John E. Mitchell County Engineer
(309) 663-9445 FAX (309) 662-8038
102 S. Towanda-Barnes Rd. Bloomington, Illinois 61704

Date: April 1, 2003

To: McLean County Transportation Committee

From: John E Mitchell

Re: IDOT Intergovernmental Agreement for McLean County Geographic Information System

The Intergovernmental Agreement between IDOT and McLean County to develop Geographic Information System (GIS) provides that the County will receive \$80,000 as reimbursement for furthering the County's GIS Program. The specific items and services are shown in Part 5 of the Intergovernmental Agreement.

The main item this grant will allow is the GIS use for various County Departments and other planning, training and hardware is also involved. That grant will be received as a reimbursement to the County upon program billings. We intend to purchase the hardware and software necessary and hire a GIS Specialist as a County Employee to actually do the work.

Attached to this memo, is my memo of September 24, 2002, which explained the grant to the Transportation Committee when applied for along with that is the grant application. Since the grant announcement was submitted, IDOT has capped these grants at \$80,000. IDOT funds being matched by \$20,000 local funds. McLean County was very fortunate to be included in the first years grant list. Our original budget for that project included a GIS Specialist and a Support Person. Because the state money has been cut from \$100,000 to \$80,000, it would appear the best way to make the grant work is to eliminate the Support Person from the project. This would make the proposed budget for the GIS grant as follows:

**McLean County
Geographical Information System Funding
Grant Application Budget
(Revised 03/21/03)**

Personnel

1.	GIS Specialist (Grade 11)	\$43,000
2.	Fringe Benefits	<u>\$10,000</u>
	Subtotal Personnel	\$53,000

Training

1.	Training	\$12,000
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Hardware & Software

1.	Hardware & Software	<u>\$35,000</u>
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Total Project \$100,000

Funding Sources for IDOT Geographical Information System

1.	IDOT GIS Grant	\$ 80,000
2.	McLean County	<u>\$ 20,000</u>

Total Project \$100,000

The \$20,000 McLean County portion of this grant I would propose would be funded from the McLean County Highway Department County Highway Fund Personnel Budget at \$10,000 and \$10,000 from other County funds.

The GIS for McLean County needs to continue into the future. The benefits to the various County Departments and Public will be numerous once the GIS Specialist is able to provide applications for use. The future funding of this program could come from the GIS Recorder fee along with part of the money saved from not contracting with Sidwell, and, a fee set for each of the using Departments will be sufficient to enable this program to continue.

McLean County has been working with Bloomington, Normal, and McLean County Regional Planning Commission on the regular GIS Project. The grant will allow the County to utilize and receive benefits of this ongoing project. Bloomington and Normal both have had personnel on staff to perform application for quite some time. This grant will allow the County to develop the applications needed for our specialized departments.

As this is a Department of Transportation grant, we feel that the GIS Specialist and hardware should start out in the Highway Department. As the County offices move to the new Government Center, we feel that the GIS Specialist and associated hardware would better work from the Building and Zoning Department as it would be more readily available to most County Departments. Mr. Phil Dick, Director of Building and Zoning, Mr. Bob Kahman, Supervisor of Assessments, and Mr. John Zeunik, County Administrator, have been working with me on this grant and concur with the above.

Members Bass/Sorensen moved the County Board approve a Request for Approval of Intergovernmental Agreement between IDOT and McLean County for Geographic Information System Grant - Highway Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bass/Student Howerton presented the following:

RESOLUTION

Recommending East Side Corridor Facility

Whereas, McLean County, the City of Bloomington, the Town of Normal, the Village of Towanda, and the Village of Downs through the McLean County Regional Planning Commission have hired Bernardin - Lochmueller & Associates Inc to perform an East Side Corridor Feasibility Study, and

Whereas, Bernardin - Lochmueller & Associates has presented their study to all the agencies involved, and

Whereas, to reach unanimous agreement on the study, the local agencies desire to accept the consultants recommendation for the need of an interstate type facility, East Side By-Pass, near the recommended location "C" with the modification that the North South portions of the facility shall be at least along or east of 2000 East.

Now therefore be it hereby resolved that the McLean County Board concur with Bernardin - Lochmueller & Associates recommendations that an Interstate Facility be constructed near the recommended Route "C" corridor with the North South portion being at or just east of 2000 East and/or as modified.

Michael F. Sweeney, Chairman McLean County Board

STATE OF ILLINOIS }
 } SS
COUNTY OF MCLEAN }

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on April 15, 2003.

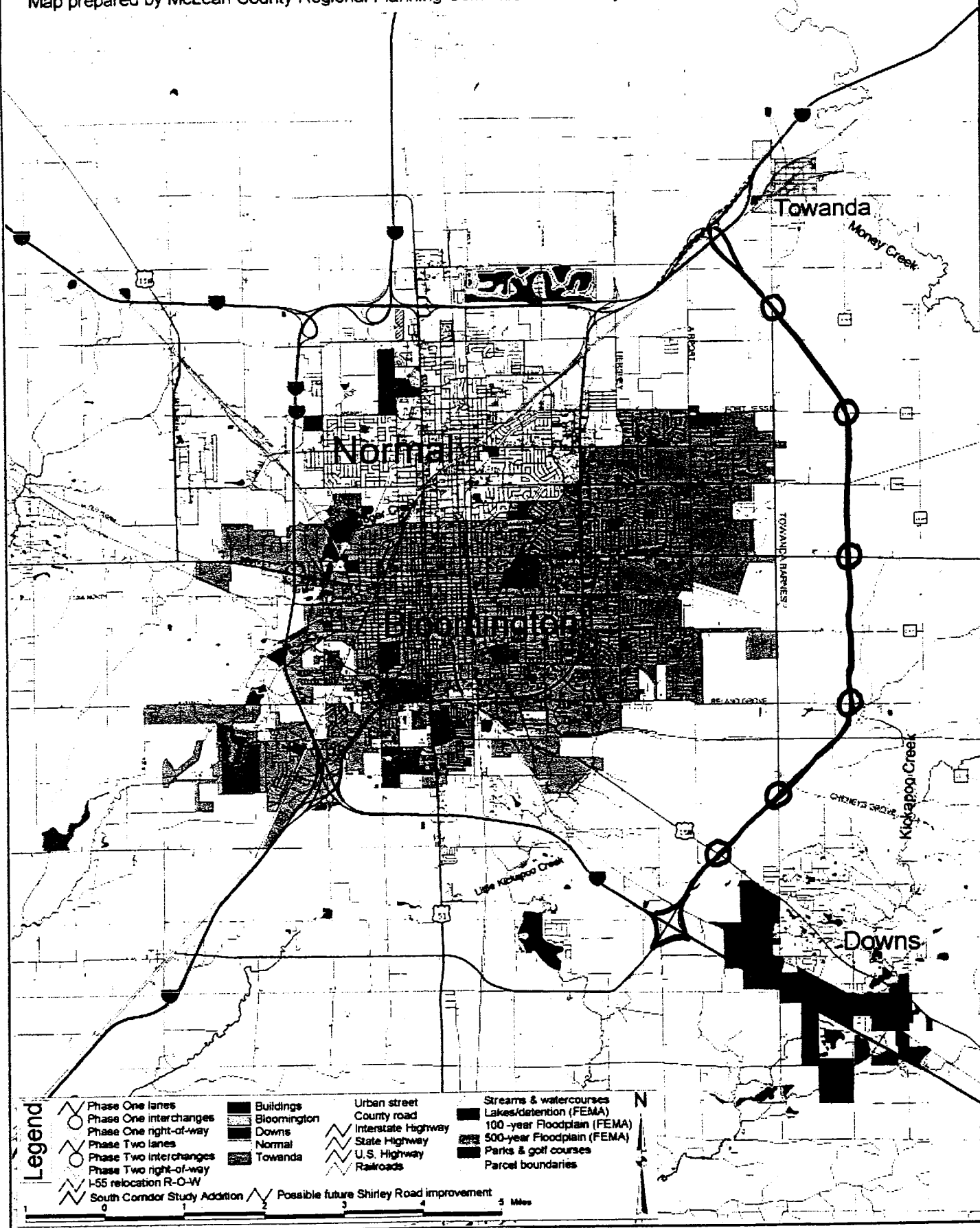
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this _____ day of _____, A.D., 2003.

(SEAL)

Peggy Ann Milton, McLean County Clerk

Proposed East Side Corridor Transportation Facility

Map prepared by McLean County Regional Planning Commission February 2003



Member Bass moved the County Board approve a Request for Approval of Resolution Approving the Proposed East Side Corridor Facility as Modified – Highway Department. Member Bass stated the following: a week ago at a public meeting, our Transportation Committee unanimously agreed to go forward with a resolution pursuing the East Side Corridor. Since that time, we have found that the City of Bloomington and Town of Normal are not on the same page with our Committee and County. Therefore, we are tabling this as of now. Chairman Sweeney stated the following: we need to have you indicate that that meeting took place this morning and the motion was tabled at that time. Member Bass stated the following: we did have a stand-up meeting this morning and we did unanimously agree to table this motion. I would like to consider a motion to table this matter until such a time when we can be more in sync with the City of Bloomington and the Town of Normal and I so move. Member Sorensen stated the following: there is no action required by this body if the Transportation Committee wants this tabled. If we table it here, then it has to come back here. We don't want it back here; we want it to go to the Transportation Committee. Member Segobiano stated the following: the motion is still on the floor for Item D1b, so do we need a substitute motion? There was a motion proposed. Chairman Sweeney stated the following: Member Sorensen is correct. We can't table it so we should probably pass on it. The problem is that it is a part of our agenda. It is shown there as a matter of record. I would think we would want to show we are moving it back to the Transportation Committee. Mr. Ruud stated the following: I have done some parliamentary review and it is my opinion that no further action needs to be taken at the Board level. It was reconsidered at the Committee level. It was tabled at the Committee level and that acts to withdraw it from the agenda.

Ms. Howerton stated the General Report is located on pages 178-199. Member Owens stated the following: you said there was no time limit but it is my understanding that this has to be put through by June. I am hoping that the Transportation Committee will be able to bring this up by next month's Committee meeting for discussion. What is the deadline in June? Is it early or late in the month? Member Bass stated the following: you are correct. There is a deadline. If we do not act prior to that time, the monies will not be awarded by the State. Member Owens stated the following: they won't be able to go after that for six more years. I would at least like to see the County set a timetable that they would like to see this brought back up in Committee. If it is at the end of June, then we can discuss it at our June Transportation meeting but if it is before our actual Board meeting then maybe we should consider this at the meeting in May. If that means the Transportation Committee needs to hold a meeting later in the month by a week or so to see what things can be worked out then I would like to see that. Member Bass stated the following: the Transportation Committee is on target with the resolution we came up with. We just need to get Bloomington and Normal on the same page so that we can go forward with this. I hope that will happen.

PROPERTY COMMITTEE:

Member Bostic, Chairman, stated the following: Mr. Chairman, Members of the Board, I would like to introduce Matt Westerfield. He is an eighth-grader at Olympia Junior High School out in the western part of the County. I will turn the agenda over to him. Member Bostic/Student Westerfield presented the following:

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made this 25th day of April, 2003 between the Public Building Commission of McLean County, Illinois ("PBC") and the County of McLean of the State of Illinois ("COUNTY").

WITNESSETH

WHEREAS, the PBC is the owner of the premises legally described as Lots 37, 38, 39, 40, 41 and 42 in the original Town now City of Bloomington, McLean County, Illinois more commonly known as the Courthouse and hereinafter referred to as the "Courthouse" ("demised premises"); and

WHEREAS, the PBC has leased the Courthouse to the COUNTY for a one year period commencing January 1, 2003 which lease provides that the term thereof may be extended for additional one year period; and

WHEREAS, pursuant to the terms of the lease, the PBC is responsible for the maintenance, operation, upkeep and safekeeping of the entire demised premises up to the first \$123,580.00 thereof during the year 2003; and

WHEREAS, the parties have determined that extensive repairs are needed to the dome and roof of the Courthouse which expenses are not included in the \$123,580.00 provided for in the lease and such repairs to the dome and roof are, therefore, the obligation of the COUNTY; and

WHEREAS, the COUNTY, acting as fiscal agent, will be the recipient of a grant of \$500,000.00 payable in two installments of \$250,000.00 each from the Illinois Public Museum Capital Grant Program for fiscal year 2003 administered by the Illinois Department of Natural Resources to repair the dome and roof of the Courthouse. Pursuant to the regulations governing this grant, the first installment shall be payable only after the COUNTY has spent \$250,000.00 on the project and the balance shall be payable after the project is completed and the COUNTY has paid an additional \$250,000.00 for the work; and

WHEREAS, the COUNTY has requested that the PBC pay, out of its unrestricted funds, for the dome and roof repairs as the work progresses and has agreed to pay over to the PBC the \$500,000.00 of grant money, promptly upon receipt of the same from the Illinois Department of Natural Resources.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

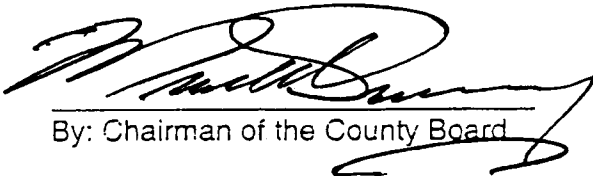
1. The COUNTY agrees to contract with Wiss, Janney, Elstner Associates, Inc. to do the necessary architectural design and bid specifications for the dome and roof repair project.

2. The COUNTY shall be responsible for any and all required public notices that must be given to take bids on the project and will enter into such a contract for the dome and roof repair project as it deems appropriate.
3. The PBC agrees to reimburse the COUNTY for any payments that it makes in connection with the dome and roof repair project or, in the alternative, upon written request by the COUNTY, to make payments for the dome repair project directly to the consultants, contractors or material suppliers up to, but not exceeding, \$500,000.00.
4. The COUNTY agrees that when the PBC has paid the first \$250,000.00 for expenses associated with the dome repair project that it will promptly submit all necessary documentation to the Illinois Department of Natural Resources and request reimbursement. The COUNTY further agrees that it will do the same upon completion of the project and final payment by the PBC. The COUNTY agrees that it will promptly turn over to the PBC the entire grant proceeds promptly upon receipt thereof.
5. This constitutes the entire agreement between the parties and no change thereof shall be effective except as may be set forth in a writing executed by both parties.


IN WITNESS WHEREOF the parties have signed this Intergovernmental Agreement to be effective as of the day and year first set forth above.

COUNTY OF MCLEAN

THE PUBLIC BUILDING COMMISSION
OF MCLEAN COUNTY




By: Chairman of the County Board



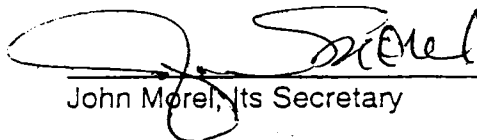
By: Robert Rush, Its Chairman

ATTEST:

ATTEST:



Peggy Ann Milton, Clerk of the County
Board, McLean County, Illinois



John Morel, Its Secretary

jir-wp8-3/6/03-H:\David\PBC\Intergovernmental Agreement.wpd

Members Bostic/Owens moved the County Board approve a Request for Approval of Intergovernmental Agreement between the Public Building Commission of McLean County and McLean County - Illinois Public Museum Capital Grant Program - Old County Courthouse Dome and Roof Repair Project. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic/Student Westerfield presented the following:

4421 Lawson Dr.
Decatur, IL 62526
USA

Phone: 309-438-7637
Email: rmreid@ilstu.edu

RECEIVED

MAR 14 2003

Facilities Mgt. Div.

To: Jack Moody, McLean County
From: Randy Reid
CC:
Date: 03/14/03
Re: WW1 Memorial Plaque Restoration

After inspecting the plaque in the McBarnes Building I have put together this estimate for restoration:

Work to be performed-

- Strip existing painted surface, remove oxidation. I assume it was painted due to the heavy oxidation it sustained from the fire that it had endured. Dark areas can be seen through the paint.
- Bring up original satin bronze finish on lettering, picture reliefs, columns, etc.
- Patina background, which will be a dark brown/black using liver of sulphur. Seal with Incralac. Incralac is an architectural bronze sealant.
- Total costs would be estimated at \$3,000.00

I did notice that there are screws that do not match throughout the plaque, It looks that they have been replaced here and there throughout the years. I feel it would look better visually to have consistent bronze screws on the plaque.

If this project is given the OK I will not be able to start work on it until late May.

Thank you for giving me this opportunity.

Sincerely,

Randy Reid



Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-5209 FAX jack@McLean.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM *Jack Moody*
Director, Facilities Management

Date: March 21, 2003

Subj: McBarnes Memorial Plaque

The Property Committee on March 6, 2003, and the McLean County Board on March 18, 2003, approved relocating the McBarnes World War I Memorial Plaque from the lobby of the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, to the first floor of the old McLean County Courthouse, 200 N. Main Street, Bloomington, Illinois (the McLean County Museum of History).

The project proposal included the need to contract with the architectural firm of Wiss, Janney, Elstner Associates, Inc., Chicago, Illinois, to accommodate the large cast bronze plaque into a marble wall on the first floor of the old Courthouse. The work of cutting existing marble and designing an appropriate surround for the plaque is specialty work which will require the use of outside contractors and an approved design. WJE would also need to design the needed supporting structure inside the marble wall to hold a thousand-pound (plus) bronze plaque. WJE has quoted \$3,000.00 as their fee for this work. The estimated cost for remodeling the marble wall is \$6,000.00.

Attached, please find a quote from Mr. Randy Reid, Professor of Fine Arts, Illinois State University, for restoring the plaque to its original condition. The plaque was painted over in 1976 due to the fire of 1972 which marred the plaque. His fee of \$3,000.00 for this restoration work is the professional attempt to bring the plaque back to its original condition. Mr. Reid has stated he can restore the plaque, but he cannot schedule the work until after May, 2003.

Once the plaque is restored and the marble wall work at the old Courthouse is completed a rededication ceremony can be scheduled involving all McLean County veterans' organizations.

McBarnes Memorial Plaque

March 21, 2003

Page two

The Adopted McLean County Budget for FY 2003 for the old Courthouse (fund 0001-0041-0049) does not contain sufficient budgeted funds for this project as we informed the Property Committee at the March committee meeting.

Therefore, we request and recommend that we limit the scope of work to be performed in FY 2003 to just refinishing the plaque at this time for a cost of \$3,000.00 to come from the McBarnes Capital Improvement account 0350-0085-0091-0801.0001. Facilities Management staff can, under the direction and supervision of Mr. Randy Reid, remove the plaque from the McBarnes lobby wall, deliver it to his studio, and upon completion of the refinish work, deliver the plaque to a secure and environmentally controlled location in the basement of the old Courthouse for storage.

The remaining work of contracting professional services to design a remodel of the marble wall at the old Courthouse and the wall remodel to be budgeted in the Proposed FY 2004 old Courthouse budget.

Thank you.

JEM: enclosure

Members Bostic/Selzer moved the County Board approve a Request for Approval of McBarnes Building World War I Plaque Restoration Proposal - Facilities Management Department. Member Segobiano stated the following: it seems to me like there was a point of a disagreement with the American Legion, in regards to the removal of the plaque. When it was originally presented to the Board, there was a good agreement. Where is that agreement and what is the understanding of that plaque as of this date? Member Bostic stated the following: no one has approached the Property Committee with any comments. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic/Student Westerfield presented the following:

LEASE

THIS LEASE entered into this 15th day of April, 2003, between the County of McLean, a body politic and corporate, hereinafter referred to as LESSEE, and Central Illinois Properties, LLC, hereinafter referred to as LESSOR.

WITNESSETH:

ARTICLE I

The Lessor does hereby lease to the Lessee the following described premises ("the premises") under the terms and conditions of this Lease:

All of the parking lots, containing not less than a total of 75 spaces, located on real estate known as Permanent Parcel Numbers 21-04-410-001, 21-04-410-002, 21-04-410-004, 21-04-410-005, bordered by East Washington Street on the North, Prairie Street on the West, Front Street on the South, and Gridley Street on the East, in the City of Bloomington, McLean County, Illinois

ARTICLE II

The Lessor warrants that it has good and marketable title to the premises and has full authority and power to execute this Lease and to lease the premises to Lessee. Lessor further warrants that all prior leases, if any, have been discharged and released.

ARTICLE III

The premises presently meets the standards required by City of Bloomington ordinances relating to parking lots. The said premises shall be maintained in compliance with said ordinances by the Lessee during the term of this Lease and in compliance with any other ordinances presently in existence or hereafter adopted by the City of Bloomington.

ARTICLE IV

The Lessee shall use the premises for parking purposes only. The Lessor warrants and agrees that such parking use is and shall be available for the term of this Lease and, subject to Article VIII, shall not during the term of this Lease interfere with or prevent the Lessee from so using the demised premises as a parking lot.

ARTICLE V

The term of this lease shall begin on May 1, 2003 and terminate on September 1, 2003 unless extended as herein provided. The rent shall be One Thousand Eight Hundred Seventy Five Dollars (\$1,875) per month during the four-month term of this Lease. The said rent for the first month shall be paid in full on May 1, 2003. The rent for each of the successive months shall be paid in full on the 1st of each of the successive months.

ARTICLE VI

The parties agree that at the expiration of the initial Lease term, this Lease and all of its terms will continue on a month-to-month basis, unless either party has already exercised its termination rights prior to September 1, 2003. If no such termination rights have been exercised, the tenancy will continue month-to-month until either party terminates in accordance with Article VIII.

ARTICLE VII

The Lessee shall maintain the premises at its own expense, comply with all ordinances relating to parking lots, keep the demised premises in a reasonably clean condition, be responsible for all debris removal, be responsible for all ingress, egress and security. Lessee shall also indemnify, save and hold harmless the Lessor from all liability, causes of action, claims, judgments, costs and attorney fees arising out of or in any way connected with the performance of obligations under this lease.

ARTICLE VIII

Each party hereto shall have the right to terminate this Lease, or any extension of tenancy as provided in Article VI, upon 30 days written notice to the other party. All Notices shall be mailed or personally delivered to the following representatives at their respective addresses:

For the Lessor:

Glenn "Chip" Henrichs
510 East Washington Street
Suite 104
Bloomington, IL 61701

For the Lessee:


Will Scanlon
104 West Front Street
Suite 305
Bloomington, IL 61701

ARTICLE IX

Lessor agrees to permit the Lessee, at the Lessee option, to use the chains and padlocks used by Lessor to control ingress and egress to and from the parking lot.

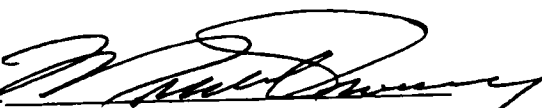
IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals to this Agreement the date and year first above written.

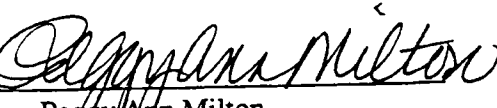
CENTRAL ILLINOIS PROPERTIES, LLC
(Lessor)

BY: 
Glenn "Chip" Henrichs

COUNTY OF McLEAN (Lessee)

ATTEST:

By: 
Michael F. Sweeney
Chairman, McLean County Board

By: 
Peggy Ann Milton
McLean County Clerk

Members Bostic/Owens moved the County Board approve a Request for Approval of Lease Agreement between Central Illinois Properties, LLC, and McLean County to Lease Parking Spaces for Use by Jurors while the Lincoln Parking Deck/Lot is Closed. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Mr. Westerfield stated the General Report is located on pages 209-217.

JUSTICE COMMITTEE:

Member Renner, Chairman, stated the following: I am joined by Lauren Pinneke, who is an eighth-grader from Bloomington. She is actually a student at Trinity Lutheran and she is interested in going into medicine, either nursing or being a physician. She is also currently involved in band. Member Renner/Student Pinneke presented the following:

Access to Counsel - Project Proposal

(to be completed by Chief Public Defender or his / her designee)

Submit Proposal To: Illinois Juvenile Justice Commission
c/o Illinois Department of Human Services
1112 South Wabash - 4th Floor
Chicago, Illinois 60605
Telephone: 312-793-2098 Fax: 312-814-3073

Contact Information:

County Name:

McLean County

Chief Public Defender
(Name & Title)

Amy Johnson Davis
Public Defender

Mailing Address
(City / State / Zip)

104 W. Front Street, Rm. 603
Bloomington, IL 61701

Telephone :

309-888-5235

Facsimile:

309-888-5765

E-mail:

Project Contact Person:
(Name & Title)

Jon McPhee
Juvenile Chief

Telephone :

309-888-5235

Facsimile:

309-888-5765

E-mail:

Jonm@mclean.gov

Signature of Chief Public Defender

Date

Amy Johnson Davis

March 12, 2003

Access to Counsel Project Proposal

I. Specialized Juvenile Justice Unit

- a. There are three full time attorneys, two for abuse and neglect cases and one for delinquency cases.
- b. The Unit Supervision Chart is as follows:

Public Defender- Amy Johnson Davis

↓

Juvenile Chief- Jon McPhee

↙

↘

Kelly Cavanaugh- Abuse & Neglect

Arthur Feldman- Delinquency

- c. In addition to a valid Illinois Law Degree, attorneys assigned to the unit must have specialized DCFS training to be appointed Guardian Ad Litem.
- d. Average number of cases per unit:
 - i. The Delinquency unit averages 160 new cases per year in addition to roughly 120 petitions to revoke cases.
 - ii. The Abuse and Neglect unit averages 150 new cases per year in addition to the permanency review hearings, which are held twice a year on the closed cases.
- e. In addition to the DCFS GAL training, juvenile attorneys also attend the semiannual Public Defender Seminars through the Illinois Public Defender Association. The Delinquency attorney also attends the annual Alternative to Detention Seminar in Oakbrook, Illinois and the yearly ISBA Juvenile Division meeting in Bloomington, Illinois.
- f. The support staff in the Juvenile Division includes two part-time secretaries: one for abuse/neglect cases and one for delinquency cases.

II. Appointment of Private Counsel

- a. Private counsel only enters if retained by the family. In Delinquency cases, the Court never appoints private counsel; therefore, additional

counsel must be provided from the Public Defender non-juvenile court staff on demand.

- b. A valid license to practice law in Illinois is the minimum qualification for private counsel to be eligible for appointment.
- c. Training for court-appointed private counsel is up to the individual. The Public Defender's Office does not provide training.
- d. Court-appointed private counsel must provide his or her own support staff.

III. Detention Intake Policies and Processes:

Detention is based upon a point system, which takes into account the charges and the Minor's history. Overrides are possible.

- a. The Office is notified of detention intakes via e-mail from the detention center on the date of the detention hearing.
- b. If the State has produced the necessary information, and if counsel's schedule allows, he will visit the minor at the detention center prior to the hearing.
- c. Counsel always appears with the minor for the detention hearing at the Court's request. Our office receives the case information from the State. Often this is a problem, as counsel does not receive copies of filings and /or discovery until minutes before the detention hearings occur.

IV. Case Processing:

Once a minor is detained, if upon new charges, the hearing must occur within thirty (30) days of admission. If on a Petition to Revoke, the hearing must be set within fifteen (15) days of admission. Juvenile Delinquency court only occurs Mondays and Wednesdays; however, this can be revised for minors in detention to ensure hearings fall within the legal time frames. More complex cases such as drug and sex cases are set later in the time frame than simpler evidentiary matters.

V. The Role of Public Defender in Local Juvenile Justice Collaboratives:

The Delinquency Attorney is a member of the local anti-truancy taskforce organized by the judges assigned to the juvenile division and is currently head of the Legislative Committee of that task force. He is also a provisional member of the local Juvenile Justice Council organized pursuant to 705 ILCS 405/6-12.

VI. Self Identified Project Goals:

The major concern of our office is the lack of information available to counsel prior to a detention hearing. Our goal is to improve information transfer to counsel so that counsel may look into non-custodial alternatives to detention prior to the hearing, and to develop evidence that may be presented on the minor's behalf to argue against "immediate and urgent necessity to detain" where appropriate. Personnel available to assist counsel would be of great use in this endeavor.

VII. Stakeholder Commitment:

We are willing to make counsel available to participate in this project. Counsel is willing to work with any local parties to improve data collection, participate in services, train and design the project, and sustain the efforts to enhance the success of the program.

VIII. Letters of Support

See attached



OFFICE OF THE PUBLIC DEFENDER
(309) 888-5235 Fax (309) 888-5765
Law & Justice Center
104 W. Front Room 603 Bloomington, Illinois 61701

Illinois Juvenile Justice Commission
Deirdre Smith
1112 S. Wabash—Fourth Floor
Chicago, IL 60605

March 10, 2003

Application for Juvenile Justice Grant

Dear Ms. Smith:

My office is applying for the Access to Counsel Challenge Grant. As I prepared the grant application I became acutely aware of the gaps in our provision of service to our juvenile clients. You will see that we have very few (three, to be exact) attorneys in our juvenile division to serve several hundred clients. Our support staff is limited to two part-time assistants to do all the secretarial work in this division. Obviously, we are understaffed. At one time we had a substantial budget to employ contract counsel to handle a number of the cases; this budget item was cut in half this year. Because of the county's budget constraints this year and a projected shortfall for the foreseeable future, we can not add staff at this time.

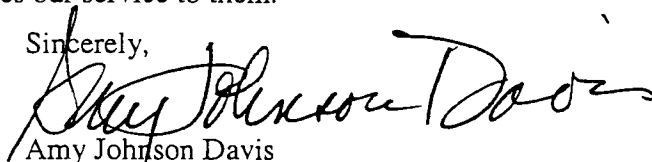
While there are many staff needs in the Public Defender's Office, one of the most acute needs is for a social worker to contact juvenile clients promptly as soon as they are taken into detention and to assess their legal and social needs in a timely manner. This person would presumably go to the detention center early each morning to talk to clients arrested within the past twenty-four hours. The information would then be made available to the juvenile attorney charged with representing our delinquency clients so that he could get a jump start in the process. He would be better equipped to present the court with information suggesting that they need not be detained. Very little information is currently available to us at this time; as a consequence, we are at a disadvantage in the initial stages of the case.

This is not the first grant our office has received. I have convinced the McLean County Board to continue to fund several positions initially funded by other grants. We have kept complete and accurate records for those grants and we have created a relationship of

trust between our office and the County Board regarding our applications for and management of these grants.

I will certainly devote whatever time is required to assure this grant, if received, provides essential services to our clients and enhances our service to them.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy Johnson Davis". The signature is fluid and cursive, with a large initial "A" and a long, sweeping tail that extends to the right.

Amy Johnson Davis
Public Defender



OFFICE OF THE PUBLIC DEFENDER
(309) 888-5235 Fax (309) 888-5765
Law & Justice Center
104 W. Front Room 603 Bloomington, Illinois 61701

March 10, 2003

Illinois Juvenile Justice Commission
Deirdre Smith
1112 S. Wabash, Fourth Floor
Chicago, IL 60605

Dear Sir or Madam:

I am Juvenile Chief in the McLean County Public Defender's office. The assistant assigned to delinquency cases would receive full support in participation in the Access to Counsel Project. One of the goals of the juvenile division is to be able to obtain quickly detailed information about minors in custody, so that trial counsel can explore non-custodial alternatives to pretrial detention. Unfortunately, county budgetary restrictions prohibit the expenditure of funds to help us in this important goal.

I am supportive of the juvenile division's participation in the Access to Counsel Project and will work to ensure its successful implementation. Should you have any questions about our commitment to project participation, please do not hesitate to call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon McPhee", is written over a horizontal line.

Jon McPhee
Juvenile Chief

Circuit Court of Illinois

Eleventh Judicial Circuit

McLean County

CHAMBERS OF
SCOTT D. DRAZEWSKI
ASSOCIATE CIRCUIT JUDGE
LAW & JUSTICE CENTER
BLOOMINGTON, IL 61701
(309) 888-5290



COUNTIES
FORD
LIVINGSTON
LOGAN
MCLEAN
WOODFORD

March 11, 2003

Ms. Deirdre Swift
Illinois Juvenile Justice Commission
1112 S. Wabash - 4th Floor
Chicago, IL 60605

Re: Access to Counsel Juvenile Justice Grant

Dear Ms. Swift:

My judicial assignment has been in juvenile court for the past three years, specifically, the delinquency division. During this time I have observed a continuous increase in delinquency cases. Because these matters begin with the offender's detention, I am eager to receive as much information as possible to assist me in making the decision concerning his/her continued pretrial detention. Often the data provided to me is inadequate to support such an important ruling.

Because of county budget constraints, the McLean County criminal justice system is understaffed. In particular, the Public Defender's Office is handicapped by insufficient personnel. While the sole delinquency attorney handles his work efficiently and competently represents his clients, he needs help. His court schedule prohibits daily visits to the Juvenile Detention Center, which is located at some distance from the courthouse. Having a staff member to gather information from the juveniles and their families/teachers/doctors and social service workers would be invaluable to him and to the Court.

I fully support this grant application. Please feel free to contact me for further information.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Scott D. Drazewski".
Scott D. Drazewski
Associate Circuit Judge

SDD:mph

CIRCUIT COURT OF ILLINOIS

ELEVENTH JUDICIAL CIRCUIT
McLEAN COUNTY

COUNTIES
FORD
LIVINGSTON
LOGAN
McLEAN
WOODFORD

CHAMBERS OF
JOHN P. FREESE
LAW & JUSTICE CENTER
BLOOMINGTON, IL 61701



March 12, 2003

Ms. Diedre Swift
Illinois Juvenile Justice Commission
1112 South Wabash - 4th Floor
Chicago, IL 60605

RE: Access to Counsel Juvenile Justice Grant

Dear Ms. Swift:

I am aware that McLean County Public Defender Amy Davis has made application for the Access to Counsel Grant available through the Illinois Juvenile Justice Commission. I have communicated regarding this grant application with Public Defender Davis, Director of Court Services Roxanne Castleman, and Juvenile Judge Scott D. Drazewski. I have also reviewed the documents being transmitted to your offices by each of them in support of the grant application.

I believe that the grant, if approved for McLean County, will benefit the Public Defender's Office--and the total juvenile justice system--in the provision of services to juveniles charged with delinquent acts in McLean County and their families.

I endorse the grant application from McLean County Public Defender Davis and respectfully request your consideration and approval.

Very truly yours,

A handwritten signature in cursive script, appearing to read "John P. Freese".

John P. Freese
Chief Judge

km



COURT SERVICES

104 W. Front, Box 2400 Law & Justice Center Bloomington, Illinois 61702-2400

(309) 888-5360 Adult Division
(309) 888-5370 Juvenile Division

Fax (309) 888-5434
Fax (309) 888-5831

Deirdre Swift
Illinois Juvenile Justice Commission
1112 S. Wabash—4th Floor
Chicago, IL 60605

March 11, 2003

Re: Application for Access to Counsel Juvenile Justice Grant

Dear Ms. Swift:

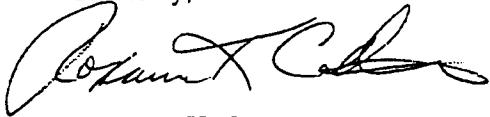
As the Director of Court Services in McLean County I have a continuing interest in the welfare and treatment of juvenile offenders. A major problem for the juvenile justice system in our county is the lack of information about the offender and his background at the time of the initial detention hearings and even for some time thereafter. Because of recent cutbacks in staff neither the public defender's office nor the juvenile probation office currently has the personnel to provide counsel and probation with the information necessary to fully advise the Court about the juvenile detainee's circumstances. This inevitably leads to decision-making in a vacuum, which often leads to detaining clients who may have other, better options.

We also need to address the special needs of detainees in a prompt manner. Many of these juveniles have substance abuse problems, learning disabilities, mental and physical health issues and family-generated problems which could be diagnosed and treated sooner if we could conduct thorough interviews with the offenders and their families, teachers, and others as soon as they are detained. We simply lack the personnel to accomplish this expeditiously.

Finally, because there is a finite capacity for our Juvenile Detention Center, and because housing juvenile offenders is an expensive process, especially where there are better alternatives, we have an interest in limiting the numbers of those detained. More information at the outset of the case would be extremely useful for this purpose.

My office strongly supports this grant application. I will be happy to give you additional information at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Roxanne K. Castleman". The signature is fluid and cursive, with the first name being the most prominent.

Roxanne K. Castleman
Director
McLean County Court Services

Members Renner/Hoselton moved the County Board approve a Request for Approval of a Juvenile Justice Grant Application to the Illinois Juvenile Justice Commission - Public Defender's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner/Student Pinneke presented the following:

PROGRAM TITLE: Law Enforcement and Prosecutor-Based Victim Assistance Services

AGREEMENT NUMBER: 202036

PREVIOUS AGREEMENT NUMBER(S): N/A

ESTIMATED START DATE: March 1, 2003

SOURCES OF PROGRAM FUNDING:

Victims of Crime Act (FFY 02) Funds: \$ 86,999

Matching Funds: \$ 21,750

Total: \$108,749

IMPLEMENTING AGENCY: County of McLean on behalf of the Office of the State's Attorney

ADDRESS: 104 W. Front Street
Room 605
Bloomington, IL 61701

IRS TAX IDENTIFICATION NUMBER: 37-6001569

AUTHORIZED OFFICIAL: Michael F. Sweeney
TITLE: McLean County Board President
TELEPHONE: (309) 888-5110

PROGRAM FINANCIAL OFFICER: Rebecca McNeil
TITLE: McLean County Treasurer
TELEPHONE: (309) 888-5180

PROGRAM AGENCY: Office of the McLean County State's Attorney

ADDRESS: 104 W. Front Street
Room 605
Bloomington, IL 61701

PROGRAM DIRECTOR: William A. Yoder
TITLE: McLean County State's Attorney
TELEPHONE: (309) 888-5401
EMAIL: wyoder@mclean.gov

FISCAL CONTACT PERSON: William A. Yoder
AGENCY: McLean County State's Attorney's Office
TITLE: McLean County State's Attorney
TELEPHONE: (309) 888-5401
FAX: (309) 888-5429
EMAIL: wyoder@mclean.gov

PROGRAM CONTACT PERSON: Margie Meegan Jordan
TITLE: McLean County Victim-Witness Service Director
TELEPHONE: (309) 888-5400
FAX: (309) 888-5429
EMAIL: Margie@mclean.gov

INTERAGENCY AGREEMENT

Victims of Crime Act of 1984

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority", and the County of McLean on behalf of the Office of the State's Attorney, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 W. Front Street, Room 605, Bloomington, IL 61701, for implementation of the Law Enforcement and Prosecutor-Based Victim Assistance Services Program.

WHEREAS, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

WHEREAS, pursuant to the Victims of Crime Act of 1984, the Authority has been designated as the State agency responsible for administering this program; and

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Victims of Crime Act of 1984 and enters into interagency agreements with state agencies, units of local government, and not-for-profit organizations for the use of these federal funds; and

WHEREAS, the priorities of the Illinois Victims of Crime Program are:

Services to victims of crime, with priority given to victims of sexual assault, domestic violence and child abuse, and underserved victims of violent crime;

Services that assist the crime victim in participating in criminal justice proceedings and obtaining compensation for loss suffered as a result of victimization; and

Training of persons who provide services to victims of crime; and

WHEREAS, to ensure the minimum provisions of basic services to all victims of crime, the Authority's Action Plan prioritizes funding programs in the following manner:

Continue current victim service initiatives;

Provide victim services to underserved or unserved areas;

Expand and strengthen current victim services; and

Implement new victim service initiatives after other funding areas are adequately addressed; and

WHEREAS, the Authority designated the County of McLean on behalf of the Office of the State's Attorney to receive funds for the purpose of implementing a program to address one of the named areas.

NOW, THEREFORE, BE IT AGREED by and between the Illinois Criminal Justice Information Authority and the County of McLean on behalf of the Office of the State's Attorney as follows:

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

SECTION 1. DEFINITIONS

"Program": means a planned, integrated approach to an identified problem which is characterized by clear goals, measurable objectives, the implementation of strategies to achieve those objectives and a mechanism for assessing the effectiveness of those strategies.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from March 1, 2003 through February 28, 2005.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the original starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

SECTION 4. PROGRAM DESCRIPTION AND BUDGET

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

- a) In administering the program described in Exhibit A the Implementing Agency agrees that it:
 - i) Is a nonprofit organization or public agency that provides services to victims of crime;
 - ii) Has a record of providing effective service to victims of crime and at least 20 percent of its financial support (including in-kind contributions) is from non-federal sources; or, if has not yet demonstrated a record of providing services, it can demonstrate that 25-50 percent of its financial support comes from non-federal sources;
 - iii) Utilizes volunteers;

- iv) Promotes coordinated public and private efforts within the community served to aid crime victims;
 - v) Assists victims in seeking available crime victim compensation benefits;
 - vi) Maintains statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability, and permits reasonable access to its books, documents, papers, and records to determine whether the Implementing Agency is complying with applicable civil rights laws; this requirement is waived when the Implementing Agency is providing a service, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim;
 - vii) Provides services to victims of federal crimes on the same basis as victims of State and local crimes;
 - viii) Provides services to crime victims, at no charge, through the program described in Exhibit A; and
 - ix) Maintains confidentiality of client-counselor information, as required by State and federal law.
- b) The Implementing Agency certifies that only those costs related to the delivery of direct services to victims of crime shall be paid pursuant to this agreement, in accordance with Exhibit B.

SECTION 5. PAYMENT

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 9 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$86,999 and is dependent on the expenditure of matching funds as described in Section 6 and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds, including federal and matching funds, into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

SECTION 6. MATCH

The Implementing Agency certifies that it (a) meets the requirements of Section 4 of this agreement and (b) has at least 20 percent of its support (including in-kind contributions) from sources other than federal funds for the program described in Exhibit A. Therefore one dollar in cash or in-kind match is required for each four dollars of federal funding received.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 20 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall apply non-federal financial support to the program, as described in Exhibit B.

SECTION 7. OBLIGATIONAL LIMITATION

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

SECTION 8. NON-SUPPLANTATION

The Implementing Agency certifies that Federal funds made available under this agreement will not be used to supplant available state and local funds, but will be used to increase the amounts of funds that, in the absence of these Federal and matching funds, would be made available to the Implementing Agency for crime victim assistance services.

SECTION 9. REPORTING REQUIREMENTS

Unless required on a more frequent basis by the Authority, the Implementing Agency agrees to submit the following minimum data to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, within 15 days following the quarter covered by the report:

- a) Victim Statistics: Total number of victims served by program, type of crime, type of services provided, race, national origin, sex, age, and disability, where such information is voluntarily furnished by those receiving services; and
- b) Staff Information: Number of hours contributed during the reporting period by paid and volunteer professional and clerical staff and interns;
- c) Program Information and Activities: Number of referrals to other agencies.

The Implementing Agency agrees to submit the following information as required by the Authority:

- a) Changes which have been made in the program since receiving the federal funds which will benefit victims of crime;
- b) A short description of how the program has coordinated its activities with other service providers in the community;
- d) A short description of how the program has assisted crime victims in seeking available crime victim compensation benefits;
- e) Victim statistics, including the total number of victims served by criminal justice status (i.e. reporting/non-reporting, prosecution/non-prosecution);
- f) Staff information, including the number of hours of training received by volunteers and paid staff; and
- g) Program information and activities, including the number of hours of training presented, number of

hours of public information and education programs presented.

The Implementing Agency is further required to submit quarterly fiscal reports and to file year-end program financial status reports, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 10. MAINTENANCE OF RECORDS

The Implementing Agency agrees to maintain records which document activity reported to the Authority pursuant to Section 9 of this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

SECTION 11. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures which minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 500) and all applicable executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency should follow its established procurement process if it minimally adheres to standards established by the Illinois Procurement Code (30 ILCS 500), applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of less than \$25,000, the Implementing Agency must solicit quotes or bids from at least three sources.

For procurements of \$25,000 or more, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFP's of \$25,000 or more, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance.

The Implementing Agency agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all applicable terms, conditions and provisions of the code are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

SECTION 12. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

SECTION 13. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

SECTION 14. INSPECTION AND AUDIT

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions; the Guidelines for Financial and Compliance Audits of Federally Assisted Programs; any compliance supplements approved by the Office of Management and Budget; and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority within 30 days of completion.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 9 and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

SECTION 15. CLOSE-OUT REQUIREMENTS

Within 45 days of the expiration date of this agreement or any approved extension thereof the following documents

must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by the Authority.

SECTION 16. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency shall assist the Authority and Office for Victims of Crime (OVC) in complying with the National Historic Preservation Act (NHPA).

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall consult with the Illinois Historic Preservation Agency. The Implementing Agency shall amend the proposed renovation work to avoid any potential adverse impact to an historic structure, as determined as a result of the consultation. The Implementing Agency cannot begin the proposed renovation of a structure 50 years or older until the implementing agency receives written approval from the Authority and OVC.

The Implementing Agency acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by the Implementing Agency or any third party to accommodate the use of the federal grant or matching funds, the Implementing Agency must assist the Authority and OVC in complying with the NHPA.

If the records established and maintained by the Implementing Agency clearly document that the structure is less than 50 years old, the Implementing Agency must submit these documents to the Authority to receive approval for being exempt from the NHPA.

SECTION 17. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- Those laws, regulations and guidelines specified in Sections 19 and 25 of this agreement.

The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41453-41472).

Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).

National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.

National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.

Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.

Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.

Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15).

Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.

Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.

Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.

Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.

Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.

Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.

Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.

Indian Self Determination Act, 25 U.S.C. par. 450f.

Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.

Hatch Political-Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.

Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.

Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.

Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

SECTION 18. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

The following requirements apply to for-profit entities, and state, county or other local units of government: If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of 3 percent or more, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of less than 3 percent, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to practices affecting women. If required by this section or Section 19 of this agreement, the Implementing Agency hereby certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. In addition, any Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment

opportunity plan as directed by the Authority.

SECTION 19. NONDISCRIMINATION

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act (775 ILCS 5).

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);

Title VI of the Civil Rights Act of 1964, as amended;

Section 504 of the Rehabilitation Act of 1973, as amended;

The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;

Title IX of the Education Amendments of 1972;

The Age Discrimination Act of 1975;

The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;

The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;

The Illinois Human Rights Act, 775 ILCS 5;

The Public Works Employment Discrimination Act, 775 ILCS 10;

The Illinois Environmental Barriers Act, 410 ILCS 25.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

SECTION 20. CONFIDENTIALITY OF INFORMATION

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for

which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

SECTION 21. ASSIGNMENT

The Implementing-Agency shall make no assignment or transfer of this agreement, any subcontracts under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

SECTION 22. SUBCONTRACTING

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts of \$25,000 or more, that involve the use of federal or matching funds, must be approved in writing by the Authority prior to their effective dates and execution by the Implementing Agency.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

SECTION 23. INDEPENDENT CONTRACTOR

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 24. EXHIBITS

The documents appended are made a part of this agreement, as exhibits. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits.

SECTION 25. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: the Victims of Crime Act of 1984; Office of Justice Programs, Office for Victims of Crime, Victims of Crime Act Victim Assistance Grant Final Program Guidelines (62 FR 19607, April 22, 1997); the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S.

Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

SECTION 26. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

SECTION 27. CERTIFICATION REGARDING LOBBYING

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

SECTION 28. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 29. DRUG FREE WORKPLACE CERTIFICATION

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of assuring the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 30. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

SECTION 31. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and the Office for Victims of Crime reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

SECTION 32. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant # 2002-VA-GX-0017, awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

SECTION 33. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: County of McLean on behalf of the Office of the State's Attorney

Taxpayer Identification Number:

Employer Identification Number 37-6001569

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Tax Exempt/Hospital/Extended Care Facility |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corporation |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Medical Corporation |
| <input checked="" type="checkbox"/> Government | <input type="checkbox"/> Pharmacy (non-corporate) |
| <input type="checkbox"/> Estate or Trust | |

SECTION 34. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Office for Victims of Crime
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.575 Crime Victims Assistance
- Grant Award Name and Number: Crime Victim Assistance Grant Program (2002-VA-GX-0017)
- Grant Award Year: Federal Fiscal Year 2002

SECTION 35. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

SECTION 36. INTEGRATION

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged - covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

SECTION 37. SEVERABILITY

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

SECTION 38. CERTIFICATION TO ALLOWABLE SERVICES, ACTIVITIES, AND COSTS

Implementing Agency certifies that it, and its subcontractors, shall use VOCA and match funds for only allowable services, activities and costs, as described in the Victims of Crime Act Crime Victims Assistance Program Guidelines; Section E. Services, Activities, and Costs at the Subrecipient Level.

Implementing Agency certifies that it, and its subcontractors, shall not use VOCA or match funds to pay for presentations given by VOCA or match funded personnel, unless the following conditions are adhered to. A small portion of a VOCA or match funded staff person's time may be used to give presentations to groups provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services. These presentations should serve as a means of outreach to the project's target population either through reaching out to individual crime victims or through agencies that typically have contact with the target population.

- VOCA or match funded staff time, not to exceed an average of 4 hours per month, may be used to provide public presentations to community groups and schools provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.
- VOCA or match funded staff time, not to exceed an average of 10 hours per month, may be used to provide public presentations to criminal justice personnel and medical service providers provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.

SECTION 39. EQUIPMENT REQUIREMENTS

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

SECTION 39.1 SPECIAL CONDITION FOR CONTRACTORS

(Applicable to independent contractors, not employees, of the Implementing Agency)

If the contractor payment rate exceeds \$450 for an 8 hour day (exceeds \$56.25 per hour), the Implementing Agency must submit written justification for that payment rate for PRIOR Authority review and approval.

If the contractor payment rate is for \$450 for an 8 hour day or less, the written justification must be maintained on-

site by the Implementing Agency and made available for review and approval by the Authority during scheduled site visit(s). If a site visit is not scheduled during the period of performance of the grant program, the Implementing Agency may be required to submit this justification for Authority review and approval as directed by the Authority

The written justification for these contractor payments must follow the Authority's required format, which the Authority will provide to the Implementing Agency.

In addition, the Implementing Agency must submit copies of all contracts for \$25,000 or more that it anticipates entering into with the selected contractors for PRIOR Authority review and approval, PRIOR to their approval and execution by the Implementing Agency. Other contracts may be requested for review, at the discretion of the Authority.

SECTION 40. ACCEPTANCE

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

Candice M. Kane
Executive Director
Illinois Criminal Justice Information Authority

Date

Michael F. Sweeney
McLean County Board President

Date

Rebecca McNeil
McLean County Treasurer

Date

William A. Yoder
McLean County State's Attorney

Date

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

ATTACHMENT 2: PROPOSAL CONTENT

Please respond to each of the items in the following seven sections. The answers to these questions will be your proposal. You may use additional sheets if necessary.

Part I: Description of Organization. In this section, we are trying to gain a general sense of your agency's overall goals and activities, NOT solely the project for which you are seeking VOCA funds.

a. Please provide a *brief* description of your agency.

The McLean County State's Attorney's Office (SAO) provides a full range of criminal prosecution services, civil child support enforcement services, and civil representation of county government.

b. What is your agency's mission?

To provide excellent legal services on behalf of criminal prosecution goals of the office, to serve victims of crime as if they were clients, to protect their statutory and constitutional rights within the criminal justice system; to provide excellent legal services in connection with non-criminal services listed in I-a above.

c. Does your agency have specialized units, e.g. personnel that target a specific population or that work with cases of a particular crime type?

CHECK ONE: ☒ **XX** **YES** ☐ **NO**

If **YES**, please list each unit and its general purpose below:

- ❖ Felony Prosecution Unit—Professional Staff devoted to criminal felony prosecutions of non-domestic violent and property crime cases
- ❖ Domestic Violence Unit—Professional Staff devoted to felony and misdemeanor prosecution of domestic violence cases.
- ❖ Juvenile Unit—Professional and Paraprofessional staff devoted to abuse and neglect proceedings, delinquency cases, and collaboration with Children's Advocacy Center.
- ❖ Victim-Witness Service—Paraprofessional Staff devoted to notification and other support services to victims of felony, misdemeanor, juvenile, and traffic crimes and witnesses in those cases.
- ❖ Misdemeanor Unit—Professional Staff devoted to prosecution of non-domestic violent and property crime cases
- ❖ Traffic Unit—Professional Staff devoted to prosecution of DUI, Major and Petty Traffic crime cases
- ❖ Child Support Enforcement Program—Professional and Non-Professional Staff devoted to Title IV-D child support services to citizens.

d. Does your agency have staff specifically assigned to provide support services to victims of crime?

CHECK ONE: XX YES NO

If YES, please list the title and responsibilities of each staff person that provides these support services:

- ❖ Victim Witness Director – Supervises staff and personally assists victims as an advocate through all stages of the criminal justice system. Provides training for law enforcement and social service personnel as to the needs of victims and services provided to/for them in the community
- ❖ Victim Witness Specialist – Notifies victims and witnesses in felony and juvenile cases of their court appearances, explains the criminal justice system, and reduces anxiety by informal counseling. Notifies victims and assists them in obtaining information about how to secure compensation under the Illinois Crime Victims Act.
- ❖ Victim Witness Specialist – Notifies victims and witnesses in misdemeanor and serious traffic cases of their court appearances, explains the criminal justice system, and reduces anxiety by informal counseling. Notifies victims and assists them in obtaining information about how to secure compensation under the Illinois Crime Victims Act.
- ❖ Victim Witness Office Support Specialist – Distributes pamphlets and originates letters providing information to victims.

e. How does your agency inform crime victims of their statutory rights?

Crime victims are informed of their rights through letters and pamphlets distributed by the Victim / Witness Service

f. What community based programs does your agency refer victims of crime to AND what types of services do each of these programs provide?

1. PATH – The Victim/Witness Service participates in training sessions for PATH volunteers. PATH refers clients to the Victim/Witness Service for information, counseling and assistance during court proceedings.
2. Hospital Social Service Agencies – Hospital social service agencies refer clients to the Victim/Witness Service regarding filing charges and questions about the criminal justice system. The director visits clients at the hospital and victims are provided information and assistance with

Crime Victims Compensation. The Victim/Witness Service informs the agency on the progress and outcome of referred cases.

3. Rape Crisis – The Victim/Service used to participate in training sessions for CRISIS volunteers, with both agencies working together to provide emotional support and encouragement for victim. With the newly developing Sexual Assault Services Program at the YWCA, this partnership will be renewed.
4. Department of Children and Family Services –DCFS and VWS work together to provide emotional support and encouragement for victims and families throughout trial proceedings.
5. Catholic Social Services – CSS and VWS work together to provide emotional support and encouragement for victims and families throughout trial proceedings.
6. McLean County Center for Human Services – The VWS refers clients to the Center for professional counseling.
7. ISU Student Counseling Center – The VWS refers clients to the Center for professional counseling.
8. Home Sweet Home Mission – The VWS refers indigent clients to the Mission for temporary housing and meals.
9. Salvation Army/Safe Harbor Shelter – The VWS refers indigent clients to the Mission for temporary housing and meals.
10. The State's Attorney's Office and VWS participate in the following organizations with whom we collaboratively strive to solve individual victim's needs: Child Protection Network/Children's Advocacy Center; National Organization of Victims Assistance; Security Specialists Against Violence; Crime Stoppers; MADD; McLean County Domestic Violence Task Force; Area Counselors; Family Violence Coordinating Council for the 11th Judicial Circuit; Youth Impact (formerly Community Youth Liaison Council; McLean County Community Compact; Community Advocacy Network, AVERT (Abuser treatment agency); National Victim Center; Illinois Prosecutor-Based Victims Assistants Association

a. Will additional staff be hired to provide the direct services to be funded with this project, AND/OR will hours of existing staff be increased to provide these services?

CHECK ONE:

X ADDITIONAL STAFF _____ EXISTING STAFF _____ BOTH
 ("match" hours only)

If **ADDITIONAL STAFF** will be hired for this project, please indicate each additional staff person's title to be hired for this project, AND the full-time equivalent (FTE) each person will work for this project.

<u>Title of additional staff person to be hired</u>	<u>% FTE for this project</u>
Victim Advocate	1.00
Contract Liaison (position #1)	.45
Contract Liaison (position #2)	.45

If **EXISTING STAFF*** will be used for this project, please indicate the title of each existing staff person who will work for this project. Then, first indicate the full-time equivalent (FTE) each person currently works NOT INCLUDING this project. Second, indicate the additional FTE the same person will be working for only this project. Finally, the total FTE should be indicated in the last column and should be equivalent to the sum of the first two columns.

<u>Title of existing staff person</u>	Current % FTE of existing staff	INCREASE in % FTE for <u>this project</u>	TOTAL % FTE
<u>_NA_</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*For existing staff, Federal dollars can only be used to fund additional hours above those that are currently worked.

b. Please provide a *brief* summary of the proposed project.

The "Victim-Centered Prosecution Services Program" will deliver services to victims of domestic and other violent crimes whose cases are being prosecuted by the State's Attorney. If there are any victims whose cases end up not being prosecuted, then those victims will be referred to other agencies in the area. The central focus will be serving the victim. Services include crisis counseling, follow-up contacts, information and referral, criminal justice support/ advocacy, emergency legal advocacy, and personal advocacy. If services are effectively delivered to such crime victims, they will have a more positive regard for the criminal justice system, regardless of case outcome, and will be more likely to use law enforcement and courts in the future.

c. How will victims be referred to your program for services?

Through a partnership with local police, victim referrals to the program will be made at, or shortly after, the initial crime scene investigation. Assistant state's attorneys will make additional referrals at the time of screening and the filing of criminal charges, which is typically the day following an incident and/or arrest. The Legal Assistant and the Contract Staff will also proactively seek referrals from initial responders and screening attorneys on a daily basis, in order to increase the number of "same day or next day" referrals.

d. Will this project provide direct services for all crime victims, OR will this project provide direct services to a sub-population of crime victims (*e.g. domestic violence victims, non-English speaking victims, disabled victims, teenage victims*)?

CHECK ONE:

 ALL CRIME VICTIMS XX SUB-POPULATION OF CRIME VICTIMS

If SUB-POPULATION OF CRIME VICTIMS, please identify:

Domestic (felony and misdemeanor) and non-domestic victims of violent crime (felony only). We will also seek to serve Spanish-speaking victims by seeking an individual who speaks Spanish for the at least one of the contractual Victim Provider Liaison positions.

e. What will be the primary qualifications of program-funded staff?

Bachelor's Degree in Criminal Justice, Psychology or related field, ability to work with police, victims of crime from diverse populations, prosecutors, current victim-witness staff and victim advocates outside of our office.

f. Who will oversee this project?

State's Attorney, Director of Victim-Witness Service, and oversight committee

consisting of representatives of partnering agencies (police, CDV-Neville House Program Director, and Illinois State University) and/or existing Multi-Disciplinary Domestic Violence Team meeting on bi-weekly frequency.

g. How will this project complement the current activities and services provided at your agency?

The proposed services will be in addition to the services currently being provided by the Victim-Witness Service. Current staff will continue to provide notification services to the wide array of populations served. New staff will provide "in-depth" victim services focusing on the victim's self-described needs for assistance.

The advocates will conscientiously explain to victims that if they require *confidential* counseling services (i.e. involving communications not to be disclosed to the prosecutor or potentially required to be disclosed in criminal discovery to the defense), they will be referred to a victim advocate outside of our office.

The project will greatly simplify the various services that victims currently receive from multiple providers. Currently, different departments provide order of protection services and victim notification services. The proposed project will have victims receiving both services from a single advocate.

Part III: Statement of Problem. This section will help us understand why this project is important to crime victims that come into contact with your agency as well as the community you serve.

Please complete the table below with the specified crime rates (number of offenses reported to police per 100,000 population) for the jurisdiction served by your agency during calendar years 1999, 2000, and 2001. If this information is not easily accessible within your agency, both county and municipal level data for Index offenses, and county level data for domestic offenses are available in the publication, *Crime in Illinois* produced by the Illinois State Police (ISP). This publication may be downloaded from the ISP web site: <http://www.isp.state.il.us/>. If you need municipal level data for domestic offense rates or other assistance obtaining any of this information, you may contact the Authority's Research & Analysis Unit at 312.793.8550.

Reported offense rates per 100,000 population for McLean County,
(your municipality or county)

1999-2001

Jurisdiction(s) served by your agency	Violent Index Offense Rates			Property Index Offense Rates			Domestic Offense Rates		
	1999	2000	2001	1999	2000	2001	1999	2000	2001
McLean County	468.8	469.9	459.3	3144	3259	3104	418.6	456.0	347.7

If you are proposing to serve a sub-population of crime victims, such as sexual assault victims,

children, or elderly victims, you may be able to provide crime rates more pertinent to your target population. Appendix C* provides a list of data sources that can be used to calculate rates and where you can access them. Please feel free to create another table if you find more than one data source relevant to your project. Again, if you need additional assistance in obtaining data that are relevant to your project, you may contact the Authority's Research & Analysis Unit at 312.793.8550.

Reported rates of CRIMINAL SEXUAL ASSAULT, DOMESTIC OFFENSES, AND ORDERS OF PROTECTION ENTERED IN LEADS
(Insert type of data used here, e.g. violent Index offenses, child abuse reports, etc.)

per 100,000 population for MCLEAN COUNTY, 1999-2001
(jurisdiction(s) served by your agency)

Jurisdiction(s) served by your agency MCLEAN COUNTY	1999	2000	2001
Criminal Sexual Assault	83.2	65.1	71.1
Domestic Offense	418.6	456.0	347.7
Orders of Protection in LEADS	217.2	176.8	214.7

* Appendix C indicates that several data sources only have information available at the county level. If your project does not serve an entire county, you may still provide county level rates, IF that is the smallest geographical level of data available.

Next, please respond to the following questions:

- a. What is the problem(s) identified by crime victims that come into contact with your agency that this project will address? (*What do crime victims need that they are not currently getting?*)

Victims of violent crime (domestic and non-domestic) need extraordinary amounts of attention and time from criminal justice providers. They need to personally meet their providers of prosecution services, including internal advocates, prosecutors, and other collaborating disciplines (including police and external advocates). These providers are currently unable to provide the individual time and attention that violent crime victims require in order to have confidence in the criminal justice system.
- b. How are you aware that this problem exists? (*You may use the data entered in the offense rate table if applicable. You may also provide additional data if you feel it supports the need for your proposed project; please include the source of any such data. You may also use anecdotal information based on experiences of agency staff or other sources within your jurisdiction.*)

We are aware of this problem by reference to various sources:

- ❖ We believe the offense rates found in the above tables disclose that our community has a serious criminal violence problem compared to other communities. We also believe that our community has been exceptionally open to responding to the problem and that actual reporting of criminal violence may be proportionally higher in our community vis-à-vis actual incidence rates. However we come by our rates, they demonstrate a high volume of visible need for victim support services, a need that, with all of the collaboration we have currently mobilized, we still find ourselves unable to fully address.
- ❖ McLean County Victim-Witness Service (VWS) Director, Margie Meegan Jordan, reports that VWS currently serves an exceptionally high number of all crime victims. The current program, repeatedly recognized for being a model program, provides victim and witness notification services (court notification, restitution assistance, disposition reporting, etc.) to victims in felony, misdemeanor, juvenile, DUI, and major traffic cases. However, she also reports frequent experiences in which victims of violent crime complain of lack of sufficient time with prosecutors and other providers of related services. Frequently, complaints disclose a need for more assistance with court preparation, violent crime compensation applications, protection planning, and other services. She also states: "A common dilemma victims of domestic violence face is the difference in services provided by separate departments. Currently, we do not assist with orders of protection even though victims in need of such services are already calling us for information and assistance regarding the criminal cases we are handling. This project would provide victims with one advocate providing a considerably wider range of services."
- ❖ We currently work with Countering Domestic Violence/Neville House (CDV) who have an office within the State's Attorney's Office. Deborah White, Program Director and her staff have consistently reported being unable to provide sufficient time to meet all of their client needs in relation to domestic violence case prosecutions along with their client needs in relation to civil orders of protection for clients not yet caught up in criminal prosecution cases. She also advises that they are unable to provide walk-in services or in-depth services to domestic violence victims due to the need for staff to expend time in court as well as spending time with various responsibilities outside of the office, e.g. back at the shelter facility located at Neville House. Ms. White also states: "At the present time, our legal advocacy to non-English speaking victims is lacking. A Spanish-speaking advocate would be a valuable asset."
- ❖ We currently participate in a multi-disciplinary Domestic Violence Team program and the participants in the program (external victim advocates, police, perpetrator providers, probation officers, and prosecutors) consistently observe that the high volume character of the individual disciplines' work results in victims of domestic violence crimes not receiving the individual attention and time they need to help themselves avoid re-victimization.

- c. Why is your agency unable to adequately address this problem(s) with existing resources?

Due to high volume of violence cases and resulting high volume of victims with respect to whom there are a high volume of responsibilities to supply statutory and constitutional notification services, the existing staff does not have the capacity to provide the "in-depth" service contemplated by this project and, as a consequence, does not have the capacity to produce the kind of "client satisfaction" necessary for victim and community confidence in law enforcement and court functioning. Recent budget crises have resulted in a diminution of professional and support staff. While the staff has not been reduced, there are no other human resources available to deliver services contemplated by the project.

- d. Have there been prior efforts to address this problem by your agency?

CHECK ONE: ☒ XX YES ☐ NO

If YES, why was this effort not successful or not completely successful?

Our Domestic Violence Protocol Implementation Program (DVPIP), among other strategies, sought to connect victims with their prosecutors at the time of Grand Jury proceedings. The strategy has succeeded in establishing the earlier contacts with victims needed for more productive prosecution efforts. However, the continuity of this effort is not sufficiently consistent. With the loss of one attorney in the Domestic Violence Unit, the problem associated with insufficient client communication is worsening. Nor, for want of sufficient time with our staff, have we been able to sufficiently listen to violent crime victims as they articulate their own needs and expectations of the court process.

In addition, this current Grand Jury strategy occurs approximately 3 weeks after the incident/arrest. While this time lapse improves upon initial prosecutor contact not occurring for 3 months or more following the incident, it is clearly not soon enough to make the difference in many cases, as evidenced by cycle-of-violence-related recantations and witness disappearances. We do not have current staff capacity to intervene earlier than 3 weeks in felony cases, i.e., at time of Grand Jury, nor do we have the time to connect prosecutors with victims in misdemeanor cases in even longer time frames.

Furthermore, the DVPIP program was designed to produce more effective prosecution outcomes, while this project will be focusing more attention on identifying and meeting victim's self-described needs. While our belief is that by more attentively responding to victim needs will likely improve prosecution outcomes, those outcomes are viewed as collateral benefits rather than key goals and objectives of the project.

- e. Are there any other resources in the area you serve that can help crime victims with the need(s) you identified?

CHECK ONE: ☒ XX YES ☐ NO

If YES, what is this resource, AND why is this project needed in addition to this resource?

The McLean County community possesses a wealth of resources to assist victims of violent crime. from police, prosecution, external victim advocacy, counseling resources of various stripes, and related resources. We also possess a highly collaborative network of these resources. What we lack is the time and attention that the State's Attorney's Office could supply in order to listen to crime victims so that prosecution services could be more meaningfully directed to crime victims' self-described needs and information and referrals could be more productively provided and made to address those needs.

If a grant is awarded to your agency you will be required to enter into a networking agreement with other victim services agencies in your area.

We recognize this requirement and view this grant as a means to achieving more meaningful successes to be achieved by existing networks.

Part IV: Goal and Objectives. This section will help us better understand where your project is ultimately going (GOAL) and how it will get there (OBJECTIVES). Remember that goals and objectives should only include VOCA grant and match funded activities.

A. Goal: A universal goal has been developed for these projects. Please indicate the choice(s) that are most appropriate for your intended project.

To provide direct services to (CHECK ONE BELOW):

____ ALL CRIME VICTIMS

 X VIOLENT CRIME VICTIMS INVOLVING DOMESTIC AND NON-DOMESTIC VIOLENCE CRIMES

for the purpose of alleviating trauma and suffering incurred from crime victimization.

B. Objectives: Please complete the following objectives by inserting the number of clients that will be provided with that service. If you will not be providing a specific type of service, place a zero in the blank. Performance indicators will be developed for you based upon your responses to these objectives.

Example: *Provide court accompaniment to 6 victims each month.*

- 1) Provide criminal court-related advocacy and support services (e.g., court orientation; court escort) to 10 victims each month (in addition to current program).
- 2) Provide criminal case status & disposition information and/or appearance notification services to 0 victims each month (due to its being handled by current program).
- 3) Assist 5 victims each month with victim impact statements.
- 4) Provide other criminal justice advocacy and support services (e.g. assistance with restitution, transportation, child care, property return, and post-sentencing services and support) to ____ victims each month.
- 5) Provide in-person appointments (e.g. 1 hour in length) for purpose of providing in depth identification of needs, direct assistance, as well as information and referral services to 20 victims each month.
- 6) Provide telephone information and referral services to 20 victims each month (in addition to current program).

- 7) Assist 5 victims with obtaining an order of protection each month.
- 8) Provide other emergency legal advocacy and support services (non-criminal justice, e.g. filing elder and child abuse petitions) to 5 victims each month.
- 9) Provide intake-referral and/or-follow-up contact to 20 victims each month.
- 10) Provide assistance in filing compensation claims to 5 victims each month.
- 11) Provide crisis counseling services to 5 victims each month.
- 12) Provide personal advocacy to 5 victims each month.
- 13) Provide _____ services to _____ victims each month.
(other direct service proposed)
- 14) Provide _____ services to _____ victims each month.
(other direct service proposed)

C. Impact Objective(s): The objective(s) developed in response to this item will improve your ability to assess the *impact* of direct services from this project on your target population.

What kinds of smaller, observable changes do you want to see in crime victims that come into contact with your agency? *Will they behave or think differently? Will they have more information so they can make more informed decisions? Will there be an increase or decrease in something?*

The premise of the "Victim-Centered Prosecution Services Program" is that violent crime victims are not provided the kind of client-centric services that they ought to have, specifically the time and attention they would receive if they were accused persons as opposed to victims of crime. We believe that such victim-focused services will cause victims to report more positive regard for the criminal justice system, regardless of prosecution case outcomes, and will report being more likely to use law enforcement and courts (along with related advocacy services) in the event of future difficulties. Clients will report that prosecution services assisted in their personal healing process. There will be an increase in client and community confidence in the justice process.

Part V: Program Strategies. The problem statement has described the issue(s) to be addressed. Goals/objectives have defined the ends to be achieved. This section will tell us how these ends are going to be accomplished by describing how the **VOCA grant and match funded activities** will be implemented in clear, logical detail and should provide a clear picture of how the program will operate in order to achieve its goals and objectives.

a. Please check all applicable activities staff hired under this project will be providing to crime victims.

☒ **CRIMINAL JUSTICE-RELATED SUPPORT/ADVOCACY** (e.g., orientation to the criminal court system, accompaniment to criminal court)

☐ **CASE STATUS OR DISPOSITION INFORMATION AND/OR APPEARANCE NOTIFICATION (SUPPLIED BY CURRENT PROGRAM)**

☒ **ASSISTANCE WITH VICTIM IMPACT STATEMENTS**

☒ **OTHER CRIMINAL JUSTICE SUPPORT/ADVOCACY SERVICES** (e.g., assistance with restitution, witness fees, protection services, transportation, child care, property return, or post-sentencing services)

☒ **INFORMATION & REFERRAL – IN PERSON**

☒ **INFORMATION & REFERRAL – TELEPHONE**

☒ **ASSISTANCE WITH OBTAINING ORDERS OF PROTECTION**

☒ **OTHER EMERGENCY LEGAL ADVOCACY** (non-criminal justice, e.g., filing elder and child abuse petitions)

☒ **FOLLOW-UP CONTACT**

☒ **ASSISTANCE IN FILING COMPENSATION CLAIMS**

☒ **CRISIS COUNSELING**

☒ **PERSONAL ADVOCACY**

☐ **OTHER ACTIVITY (Specify)**

b. How will the activities you listed in response to item (a) above benefit your target population?

In addition to the numerous benefits suggested previously, we believe that the efficacy our advocates and the advocates outside of our office will increase due to these partnering providers having more time to listen to clients and providing direct assistance as needed. Victim services will be consolidated more effectively with the advocates outside of our office who serve all civil orders of protection to clients. This will allow our advocates to reach more of these clients and in a timely fashion. Similarly, more criminal orders of protection will be secured by virtue of the advocate's proactive services to victims on a same-day or next-day basis. More direct and prompt contact between prosecutors and victims will be facilitated, with the most significant benefit being that "the victims' fear of the legal system" can be dramatically be reduced by them personally knowing and questioning "their" prosecutor. This connection will also serve to secure prompter, more significant professional commitment from the prosecutors to the victims by virtue of victims being significantly more personalized to the prosecutors.

c. How will crime victims be referred to this project?

- ❖ By police
- ❖ By an advocate working with the police at the time of or shortly after scene of crime investigations.
- ❖ By an assistant state's attorney at the time of screening of criminal charges.
- ❖ By an advocate working with an assistant state's attorneys at the time of screening of criminal charges.
- ❖ By outside advocates who are in contact with victims who are prepared to move forward with criminal prosecutions.

d. Does staff need to be trained to provide the direct services for this project?

CHECK ONE: XX YES NO

If YES, what kind of training will they receive, AND who will provide it?

Each of the 3 project staff will complete the 40-hour training that victim advocates employed by or volunteering for Countering Domestic Violence/ Neville House attend. Neville House will provide the training, per commitment by Program Director Deborah White.

If NO, why not?

Part VI: Implementation Schedule. The implementation schedule should be used as a planning tool for the project and should reflect a realistic projection of how the program will proceed and should indicate: how the VOCA grant and match funded activities which will be undertaken to accomplish each objective; who will be responsible for each activity; and the month or week from the start date of the program that you expect to complete each activity. Please use month or week—whichever term seems most appropriate for each activity. Please use the attached implementation schedule form.

IMPLEMENTATION SCHEDULE:

<u>ACTIVITY</u>	<u>DATE BEGUN</u>	<u>DATE COMPLETED</u>	<u>RESPONSIBLE PERSONNEL</u>
Hire Staff	Month 1	Month 2	S.A./VWS/CDV
Train staff w/ 40 hr CDV training	Month 2	Month 2	S.A./VWS/CDV
Set up office space & obtain Staff address & phone contacts	Month 2	Month 3	S.A./VWS
Develop timetable for Victim contacts (i.e. 1 st contact w/in 24 hours; 2 nd within 5 days, etc)	Month 2	Month 3	S.A./VWS
Provide in-depth services to Victims	Month 3	On going	S.A./VWS
Conduct in service training for S.A. staff *	Month 4	Month 5	S.A./VWS
Make follow up contacts w/ Victims after disposition	Month 6	On going	S.A./VWS

* Limited by Section 38 of the Interagency Agreement.

EXHIBIT B: BUDGET

County of McLean on behalf of the Office of the State's Attorney
Law Enforcement and Prosecutor-Based Victim Assistance Services
Agreement #202036

IDENTIFICATION OF SOURCES OF FUNDING

	<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount:	Victims of Crimes Act (FFY02)	\$86,999.00
	Subtotal:	\$86,999.00
Match:	County of McLean	\$21,750.00
	Subtotal:	\$21,750.00
Program Income:	None	
	Subtotal:	
Over-Match:	None	
	Subtotal:	
	GRAND TOTAL	\$108,749.00

Exhibit B - Budget

Program Title Law Enforcement and Prosecutor-Based Victim Assistance Services
 Agreement # 202036

Personnel Services

<u>Job Title</u>	<u>Year 1 Annual Salary</u>	<u>Year 2 Annual Salary</u>	<u># Months On Program</u>	<u>% Time On Program</u>	<u>Federal Amount</u>	<u>Match/ Contribut.</u>	<u>Total Cost</u>
Legal Assistant II (Internal Advocate)	\$31,076.00	\$32,355.00	24	100%	\$50,745.00	\$12,686.00	\$63,431.00

Fringe benefits for 24 months
 (see Fringe benefit worksheet for breakdown)

\$50,745.00	\$12,686.00	\$63,431.00
\$10,526.00	\$2,632.00	\$13,158.00

TOTAL PERSONNEL COST

\$61,271.00 \$15,318.00 \$76,589.00

Illinois Criminal Justice Information Authority

Exhibit B - Budget

Program Title: Law Enforcement and Prosecutor-Based Victim Assistance Services
Agreement # 202036

Equipment

N/A

<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
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*Competitive procurement procedures must be followed.

236

\$0.00	\$0.00	\$0.00
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TOTAL EQUIPMENT COST

Exhibit B - Budget

Program Title: Law Enforcement and Prosecutor-Based Victim Assistance Services
 Agreement # 202036

Commodities

Description

N/A

Federal
Amount

Match
Contribution

Total Cost

TOTAL COMMODITIES COST

\$0.00 \$0.00 \$0.00

Exhibit B - Budget

Program Title: Law Enforcement and Prosecutor-Based Victim Assistance Services
 Agreement # 202036

Travel

Description

N/A

<u>Federal Amount</u>	<u>Match Contribut.</u>	<u>Total Cost</u>
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* Out-of-state travel requires prior Authority approval

TOTAL TRAVEL COST

\$0.00	\$0.00	\$0.00
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Exhibit B - Budget

Program Title: Law Enforcement and Prosecutor-Based Victim Assistance Services
 Agreement # 202036

Contractual		<u>Federal Amount</u>	<u>Match Contribut.</u>	<u>Total Cost</u>
<u>Description</u>				
Victim/Provider Liason				
(\$10 per hour x 67 hours per month x 24 months)		\$12,864.00	\$3,216.00	\$16,080.00
Victim/Provider Liason				
(\$10 per hour x 67 hours per month x 24 months)		\$12,864.00	\$3,216.00	\$16,080.00
TOTAL CONTRACTUAL COST		\$25,728.00	\$6,432.00	\$32,160.00

*Competitive procurement procedures must be followed.

Exhibit B - Budget

Program Title: Law Enforcement and Prosecutor-Based Victim Assistance Services
 Agreement # 202036

Other Costs

Description

N/A

<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
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TOTAL OTHER COSTS

\$0.00	\$0.00	\$0.00
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Exhibit B - Budget

Program Title: Law Enforcement and Prosecutor-Based Victim Assistance Services
 Agreement # 202036

GRAND TOTAL			
	Federal Amount	Match Contribut.	Total Cost
PERSONNEL SERVICES	\$61,271.00	\$15,318.00	\$76,589.00
EQUIPMENT	\$0.00	\$0.00	\$0.00
COMMODITIES	\$0.00	\$0.00	\$0.00
TRAVEL	\$0.00	\$0.00	\$0.00
CONTRACTUAL	\$25,728.00	\$6,432.00	\$32,160.00
OTHER COSTS	\$0.00	\$0.00	\$0.00
TOTAL COST			
	\$86,999.00	\$21,750.00	\$108,749.00

**PROGRAM TITLE: VICTIM-CENTERED PROSECUTION
SERVICES PROGRAM
AGENCY: MCLEAN COUNTY GOVERNMENT ON BEHALF OF
THE MCLEAN COUNTY STATE'S ATTORNEY'S OFFICE
GRANT #202036
EXHIBIT B: BUDGET NARRATIVE**

PERSONNEL:

The personnel line item allots for one full-time (1.0 FTE) Victim Advocate comprised of a total salary of \$63,431 and benefits in the amount of \$13,158.

Victim Advocate:

Salary:	\$ 63,431
Fringes:	\$ 13,158
	\$ 5,350 medical insurance
	\$ 4,852 FICA (7.65%)
	\$ 2,956 IMRF (4.66%)

Total Cost: \$ 76,589

MATCH:

The State's Attorney's Office will provide match funds through the following:

1. \$15,318 in employee salary and benefits expenses not covered by the federal share of the grant budget.

Total amount of the request for the personnel component is:

Federal:	\$ 61,271
Match:	<u>\$ 15,318</u>
TOTAL:	\$ 76,589

CONTRACTUAL:

The program will hire two (2) contractual Victim Provider to provide intake and follow-up services to victims at the individual rate of sixty-seven (67) hours per month per position at a rate of \$10.00 per hour. Total monthly expense for the two contractual positions will be \$1,340 for an annual total of \$16,080 and a two-year grant period total of \$32,160.

Total amount of the request for the contractual component is:

Federal:	\$25,728
Match	<u>\$ 6,432</u>

TOTAL: \$32,160

TOTAL BUDGET:

PERSONNEL:	\$ 76,589.00
CONTRACTUAL:	<u>\$ 32,160.00</u>

TOTAL: \$108,749.00 (\$ 86,999.00 Federal,
\$ 21,750.00 Match)

Fringe Benefit Worksheet

Indicate each fringe benefit paid using grant funds, both Federal and Match, for the total salary listed under Personnel Services on the Budget. Indicate whether it is calculated as a percentage of salary, indicate percentage used, or as a flat rate per employee, list dollar amount. Use the dollar amount calculated as the TOTAL FRINGE BENEFITS on this worksheet as the dollar amount on the BUDGET under PERSONNEL SERVICES, under FRINGE BENEFITS.

FRINGE BENEFITS Use for all fringe benefits that are calculated as a % of salary.	% OF FRINGE BENEFITS
FICA	7.65
UNEMPLOYMENT	
RETIREMENT/PENSION	4.66
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
TOTAL % FRINGE	Box A 12.31%

Line A: Total from Total % Fringe Benefits (Box A)

Line B: Total Salary Paid By Grant (take from Budget, Personnel Service.)

Line C: Total Line A multiplied by Total Line B

$$\begin{array}{rcl}
 & \% & \underline{12.31} \\
 \times & & \\
 & \$ & \underline{63,431} \\
 = & & \\
 & \$ & \underline{7,808}
 \end{array}$$

FLAT RATE FRINGE BENEFITS Use for all fringe benefits that are calculated as a Flat Rate per employee.	SAMOUNT PER POSITON
HEALTH/MEDICAL INS.	5,350
OTHER (SPECIFY)	
TOTAL FLAT RATE FRINGE	Box B 5,350

Line D: Total from Total Flat Rate Fringe Benefits (Box B)

Line E: Number of paid positions funded through grant.
If position is not funded 100% include as percent of time on program.

Line F: Total Line D multiplied by Total Line E.

Line G: Total Line C plus Total Line F. TOTAL FRINGE BENEFITS
Place this dollar amount in PERSONNEL SERVICES Section of the BUDGET.

$$\begin{array}{rcl}
 & \$ & \underline{5,350} \\
 \times & & \\
 & & \underline{1} \\
 = & & \\
 & \$ & \underline{5,350} \\
 = & & \\
 & \$ & \underline{13,158}
 \end{array}$$

McLEAN COUNTY, ILLINOIS
Job Classification

Job Title:
Reports To:

Victim Advocate
Director of Victim/Witness Service & State's Attorney

JC Code: TBA

SUMMARY

Under general supervision, this full-time position provides assistance and support to victims of felony, misdemeanor and domestic-violence cases by offering more personal contact and advocacy than generally provided by current victim specialists. Considerable independent judgement and discretion is used in identifying and analyzing the needs of victims and in preparing for contact with the criminal justice system. Work is reviewed by the Director of the Victim/Witness Service and the State's Attorney for timely accomplishments of tasks, for overall results achieved, and the degree to which the work meets the needs of the respective case and trial.

SUPERVISORY RESPONSIBILITIES

This is a non-supervisory job classification, although guidance and training is exercised over legal interns, contractual personnel and other staff, as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Performs crisis counseling at the scene of crime and thereafter through the entire process of police and prosecution contact with victims, i.e. through trial and sentencing.

Provides intensive follow-up contact with crime victims over the same time frame, with significant emphasis on in-person and telephone contact, in addition to written contact already provided by Victim/Witness Service.

Provides information and referral to victims over same time frame; cultivates and maintains effective working relationships with other agencies and organizations for such purposes.

Provides intensive criminal justice support and advocacy over same time frame. E.g. assisting victims with court-related orientation, education, escort, and anxiety counseling.

Provides emergency legal advocacy over the same time frame, e.g. filing protective orders when necessary for violent domestic, elder and-child abuse cases.

Provides extensive personal advocacy over the same time frame, assisting victims in securing rights and services, locating emergency financial assistance, intervening with employers, creditors and others on behalf of victims, assisting in filing for losses covered by public and private insurance programs and accompanying victims to the hospital.

Oversees and coordinates victim provider liaisons. *

Operates standard office equipment, such as word processor, copiers, and calculators.

* Limited to 10% of VOCA/Match time.

Performs related work as required.

KNOWLEDGE, SKILLS, AND ABILITIES

Considerable knowledge of criminal court procedures and victim/witness dynamics. Some knowledge of legal principles, practices, and techniques.

Considerable knowledge of community service and law enforcement agencies for-obtaining victim/witness assistance.

Considerable knowledge of principles and methods of providing advice and counseling.

Considerable skill in effective listening and communicating, problem solving and team work.

Considerable ability to deal compassionately and tactfully with victims and witnesses from varied socio-economic backgrounds.

Skill in operating word processing and other standard office equipment.

Ability to understand and apply general guidelines to various legal-requirements, and to follow oral and written instructions.

Ability to work with and maintain confidential information in an atmosphere of loyalty and trust.

Ability to organize work and perform assignments under minimal direction.

Ability to express ideas clearly and convey information effectively, orally and in writing.

Ability to produce quality work under tight deadlines.

Ability to establish and maintain effective working relationships with other employees, county officials, staff of outside agencies, and the public.

MINIMUM EDUCATION AND EXPERIENCE

Possession of a Bachelors degree from an accredited college or university, preferably with major coursework in criminal justice, sociology, social work, or a related social science field; and preferably 2-4 years experience in public contact work providing guidance and advice to the public, or any equivalent combination of education and experience that would provide the above noted knowledge, skills and abilities.

CERTIFICATES, LICENSES, REGISTRATIONS

Valid Illinois driver's license

PHYSICAL ATTRIBUTES/DEMANDS

Work requires sitting for long periods of time, standing, walking, bending stooping, climbing stairs, lifting, moving and carrying light objects, and operating standard office equipment. Some driving

also required.

WORK ENVIRONMENT

The work is performed primarily indoors, in an office environment and involves exposure to normal risks typical to an office setting. Driving a motor vehicle may also expose employee to normal risks of such activity.

McLEAN COUNTY, ILLINOIS
Job Classification

Job Title:	Victim Provider Liaison	JC Code: TBA
Reports To:	Director of Victim/Witness Service & State's Attorney	

SUMMARY

This contractual part-time position, presumably with Illinois State University and/or Illinois Wesleyan graduates or graduate students, will provide direct services to crime victims, in conjunction with the full-time Victim Advocate. Considerable judgement and discretion is used in identifying and analyzing the needs of crime victims under the guidance of the Victim Advocate. Work is reviewed by the Victim Advocate, the Director of the Victim/Witness Service, and by the State's Attorney.

SUPERVISORY RESPONSIBILITIES

This is a non-supervisory job classification.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

To provide direct contact with crime victims in direct support of the following "victim-centered prosecution services" performed by the full-time Victim Advocate:

- Crisis counseling at the scene of crime and thereafter through the entire process of police and prosecution contact with victims, i.e. through trial and sentencing.
- Follow-up contact with crime victims with significant emphasis on in-person and telephone contact, in addition to written contact already provided by Victim Service.
- Information and referral to victims over same time frame; cultivates and maintains effective working relationships with other agencies and organizations for such purposes.
- Criminal justice support and advocacy. E.g. assisting victims with court-related orientation, education, escort, and anxiety counseling.
- Filing protective orders when necessary for violent domestic, elder and child abuse cases.
- Assisting victims in securing rights and services, locating emergency financial assistance, intervening with employers, creditors and others on behalf of victims, assisting in filing for losses covered by public and private insurance programs and accompanying victims to the hospital.
- Provide direct victim services to Spanish-speaking clients.

KNOWLEDGE, SKILLS, AND ABILITIES

Some knowledge of criminal court procedures and victim/witness dynamics. Some knowledge of legal principles, practices, and techniques.

Some knowledge of community service and law enforcement agencies for obtaining victim/witness assistance.

Considerable knowledge of principles and methodology of creating and implementing valid research models.

Considerable skill in effective listening and communicating.

Ability to understand and apply general guidelines to various legal requirements, and to follow oral and written instructions.

Ability to work with and maintain confidential information in an atmosphere of loyalty and trust.

Ability to express ideas clearly and convey information effectively, orally and in writing.

Ability to produce quality work under tight deadlines.

Ability to establish and maintain effective working relationships with other employees, county officials, staff of outside agencies, and the public.

MINIMUM EDUCATION AND EXPERIENCE

Bachelors degree or a graduate student at an accredited college or university, preferably with major coursework in criminal justice, sociology, social work, or a related social science field; and preferably 1-2 years experience in public contact work providing guidance and advice to the public; or any equivalent combination of education and experience that would provide the above noted knowledge, skills and abilities.

CERTIFICATES, LICENSES, REGISTRATIONS

None

PHYSICAL ATTRIBUTES/DEMANDS

Work requires sitting for long periods of time, standing, walking, bending stooping, climbing stairs, lifting, moving and carrying light objects, and operating standard office equipment.

WORK-ENVIRONMENT

The work is performed primarily indoors, in an office environment and involves exposure to normal risks typical to an office setting.

ATTACHMENT 4

CERTIFICATION

The applicant certifies:

- (1) that it is not barred from contracting with any unit of state or local government as a result of 720 ILCS 5/33E-3 or 5/33E-4; and
- (2) that it shall notify the Authority's Ethics Officer if the applicant solicits or intends to solicit for employment any of the Authority's employees during any part of the application process or during the term of any contract awarded.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the state for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about: -

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.

- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Printed Name of Organization

Signature of Authorized Representative

Requisition/Contract/Grant ID #

Printed Name and Title

Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT
VOCA VOLUNTEER CERTIFICATION AND WAIVER

According to federal VOCA guidelines, recipients of VOCA funds must use volunteers unless the Illinois Criminal Justice Information Authority (Authority) determines there is a compelling reason to waive this requirement. A "compelling reason" may be a statutory or contractual provision concerning liability or confidentiality of counselor/victim information, which bars using volunteers for certain positions, or the inability to recruit and maintain volunteers after a sustained and aggressive effort.

1. If you use volunteers, what is the average number of volunteers used by you agency, the services performed by them and the amount of time spent performing these services during an average year? (attach additional pages, if necessary)

2. If you do not use volunteers, explain why your agency does not use volunteers. (attach additional pages, if necessary)

3. If you plan to use volunteers in the future, explain your recruitment efforts and what activities you anticipate they performing. (attach additional pages, if necessary)

I hereby certify that the above information is true and correct to the best of my knowledge:

Name of Organization

Name and Title of Authorized Representative

Signature

Date

- ☐ Waiver Approved
☐ Waiver Denied

Robert Taylor, Associate Director
Illinois Criminal Justice Information Authority

Date

Members Renner/Johnson moved the County Board approve a Request for Approval of an Interagency Agreement for Grant Funding from the Illinois Criminal Justice Information Authority for Implementation of Law Enforcement and Prosecutor-Based Victim Assistance Services – State's Attorney's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Ms. Pinneke stated the General Report is located on pages 285-292.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: at the request of the Executive Committee, I have placed before you this morning a report which summarizes the reimbursements that are due to the County from the State of Illinois. At the Executive Committee meeting, I had indicated the days we are late in receiving payments, and at the request of a Member I have now provided that information in a dollar format. As you can see, the General Fund is due \$621,823. The Child Support Enforcement Fund is due \$59,143. The Medicaid reimbursement due to the nursing home \$601,259. The total State reimbursements due to the above listed County funds are \$1,282,225. What this means is that we are basically funding the operation of county government from reserves which we have accumulated in the Nursing Home Fund and other funds. As Members know, in the first five months of the year before the receipt of the first property tax payment, we rely on a great deal of interfund borrowing which is what is going on right now. Pursuant to the resolutions that were approved in February, the Treasurer's Office is borrowing from other funds to meet operating expenses. What this also means is that the cash balance in the General Fund is very low. In fact, at the end of March the cash balance in the General Fund was just slightly more than \$400,000. What this translates to in terms of interest lost is not very significant because interest earnings are fairly nominal. Nevertheless, the delay in State payment does have an impact on County government and all County funds. As for fiscal year 2002, the General Fund actually closed in the black and there was a gain in fund balance of around \$327,000. That is a very positive comment to make that reflects the actions this Board took last July in reducing expenditures in the County General Fund. The total expenses came in at 99% of budget and we were able to gain back some of the fund balance that was lost in previous years. That accomplishment is a credit to the Board and a credit to the department heads and elected officials who worked so hard to bring those expenses in line with revenues. Lastly, year to date, of the three major State revenue sources to the General Fund, the sales tax, State income tax, and personal property replacement tax, sales tax and State income tax are on track with the budget at this point in time. Personal property replacement tax continues to lag behind. Chairman Sweeney stated the following: I would like to thank the Administrator's Office for putting this memo together. It was very well done. I also would like to thank Member Segobiano who made the comments at the Executive Committee meeting. Member Renner stated following: I also wanted to thank the Administrator's Office. It may be a testimony to the Board but it is also a testimony to the leadership in the Administrator's Office for getting us in the black. I also have an observation. We would have been in trouble, in terms of our fund balance, if we had not been in the black. Member Segobiano stated the following: I too thank John Zeunik. I wanted to remind the Board

Members when we received this in Executive Committee it was given to us in terms of days and months. I would have to say that this figure is much more staggering than days and months. I think it puts the entire Board on notice as to what the unappropriated fund balance can do and what it means to us as we go through the remainder of this year. I think it cautions all of us in regards to our spending habits. Member Bostic stated the following: since we have this in letter form, I would suggest that it be sent on to all of our Representatives at the State level and possibly even the Federal level. Member Selzer stated the following: I was going to suggest that we forward this to Representative and Senator Brady so that they have some ammunition in Springfield too. We have all talked about it but this quantifies it very well. Clerk Milton stated the County Clerk's Office is still owed \$25 per each election judge for our February and April elections and we have seen nothing. Member Rodgers stated the following: do we have any timeline as to when we can expect these payments? We might ask the Bradys when we pass this along. Mr. Zeunik stated the following: the State is between 90 and 120 days late in making payments. Unlike county and municipal government, the State has no requirements to pay their bills in a timely manner. As all of you know, county government is required by law to pay within 30 days. If we do not, vendors are permitted to assess fees and charges against us. Unfortunately, that does not apply to the State. What we are seeing is a very long lag time in processing Medicaid reimbursements for the nursing home as well as to pharmaceuticals. We are beginning to see some salary reimbursements usually within 90 to 120 days. For example, as you notice on page one of my memo, we did receive, within the last couple weeks, the salary reimbursements for December of last year for State's Attorney and Probation Officers. We have still not received the salary reimbursement for the Supervisor of Assessments. Member Gordon stated the following: we all know that life is full of inconsistencies and contradictions, and when you say that county government is required by law to pay within 30 days that is under provisions of the State Law. Mr. Zeunik stated the following: at this time I would like to introduce Terry Lindberg, the Assistant County Administrator who is going to provide an overview to the County Board Members, students, and faculty who are here this morning as to what will happen when the Board concludes its meeting this morning and what the schedule is for the balance of today. Mr. Lindberg stated the following: after this meeting adjourns, we are going to take a ten-minute break while we reconfigure this room a little bit. At that time, the other members of the student County Board are going to have a student County Board meeting that will be much like this meeting except it tends to be a little more orderly and businesslike. The students have received some materials about the issues we will be discussing in that meeting. Another portion of the students will be sought out by many of our County department heads and the students will be spending part of the morning with them in their departments. We will leave it up to the department heads to find your students. Lucretia Wherry is here to help you. I will read the names of the students who will be added to the County Board to sit along with the people who are already on the Board and ask you to stay here as well. At noon today, everyone is invited to the ESDA room for sodas and pizza. After we have some soda and pizza, we will be dividing the students into two groups. Both groups will get brief tours of the County facilities in this building. That includes the jail and the Coroner's Office. In addition to the people who are already at the table, the following people need to stay as well: Ryan LePier, Allison Jacobs, Amy Vasel, Jack Campbell, Justine Harris, Cory Hainlen, Chris

Cluver, Elizabeth Rardin, Patrick Zeunik, Bobby Selzer, Brendan Kelly, and Nick Bronke. If by chance we missed somebody, please let us know right away, so we can make sure you have an assignment.

OTHER BUSINESS AND COMMUNICATION:

Member Selzer stated the following: I have an announcement I would like to make but I am going to introduce the student I have with me today first. Her name is Jenae Howes from LeRoy. She is in the eighth grade. She plays basketball and volleyball. Some of you probably know her grandfather who was the Road Commissioner in the Downs/LeRoy area for a number of years. I would ask Jenae to make the announcement. Ms. Howes stated the following: as many of you know, heart disease is the number one killer in America. On Tuesday, April 22, 2003 from 7:00 p.m. to 8:30 p.m. and on Saturday, April 26, 2003 from 8:00 a.m. to 9:30 a.m. and 10:00 a.m. to 11:30 a.m., there will be free CPR training at Bloomington High School.

Member Owens stated the following: Thursday, May 8, 2003, two days before I graduate from Illinois State University, Community Action will be holding their second annual awards dinner. It will be at 6:30 p.m. at the Holiday Inn in Normal and will cost \$25.00 per person. If you are unable to attend, you may send a contribution. Every little bit helps especially with the State being \$1.2 million behind in reimbursements. I believe there are several thousand from the State for Mayor's Manor. Henry Bird will be our speaker for the evening and we will be presenting several awards. One will be for Rev. James Sims who has been on the Community Action Board for many years, and there will be a gentleman receiving the Family Distinction Award who went from being homeless to being self-sufficient. Please let us know if you would like tickets.

Chairman Sweeney stated the following: I want to let the students know that we have two Members on the Board that served in your capacity many years ago, Mr. Owens and Mr. Kinzinger. If you would like to talk to them about their experiences, you are welcome to do so.

Member Gordon stated the following: I have announcements of two upcoming events. The first, is a general invitation to everyone here to attend the community based holocaust remembrance observance. It will be held on the evening of Monday, April 28, 2003 at 7:30 p.m. at Moses Montefiore Temple in Bloomington. This is an annual event, as many of you know. Many of you have honored us by attending and I would like to again invite all those present to be part of that annual remembrance observance of the holocaust where six million Jews and five million non-Jews perished at the hands of the Nazis. Later that week, on Saturday, May 3, 2003, there is a household hazardous waste collection being held at the Interstate Center from 8:00 a.m. to 3:00 p.m. It is co-sponsored by the Illinois Environmental Protection Agency and the Ecology Action Center here in Normal. If you would like more information about that, please see me after the meeting.

Member Berglund stated the following: I would like to introduce the young man who has been sitting with me during the meeting. This is Jason McGee. He is an eighth-grader at Bloomington Junior High School. He plays the sax and is interested in going into business.

Member Johnson stated the following: I would also like to introduce my student. His name is Ted Herbers. He is an eighth-grader at Holy Trinity whose favorite sport is baseball. He plays first base and also plays the piano. Today is his birthday.

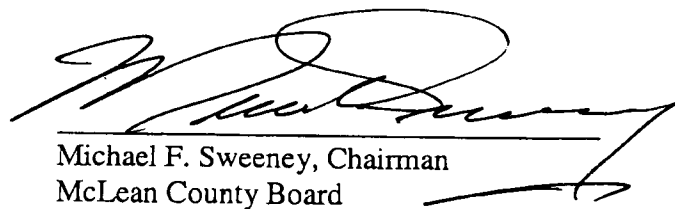
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

April 15, 2003

2003 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$377,799.95	\$377,799.95
Finance		\$576,351.84	\$576,351.84
Human Services		\$344,085.66	\$344,085.66
Justice		\$1,619,302.86	\$1,619,302.86
Land Use		\$15,988.09	\$15,988.09
Property		\$224,475.08	\$224,475.08
Transportation		\$1,061,988.96	\$1,061,988.96
Health Board	\$397.24	\$369,757.65	\$370,154.89
Disability Board		\$45,414.08	\$45,414.08
T. B. Board		\$18,080.86	\$18,080.86
Total	\$397.24	\$4,653,245.03	\$4,653,642.27



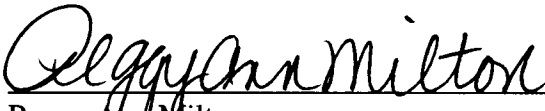
Michael F. Sweeney, Chairman
McLean County Board

Members Selzer/Gordon moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Kinzinger/Renner moved for adjournment until Tuesday, May 20, 2003 at 9:00 a.m., at the Old Courthouse Building, second floor, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:55 a.m.

Michael Sweeney
County Board Chairman


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 15th day of April, 2003, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 12th day of May, 2003.


Peggy Ann Milton
McLean County Clerk